

LEASE NO. GS-08P-LMT00852
BUILDING NO. MT5364ZZGlobal Lease
GSA TEMPLATE L100 (10/2020)

A. This Lease is made and entered into between

Rocky Mountain Bank, a Montana Corporation

(Lessor), whose principal place of business is 2615 King Avenue West, Billings, MT, 59102-6427, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

2929 3rd Avenue North, Billings, Montana, 59101-1944

and more fully described in Section 1 and Exhibit **A-E**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. **LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years, 10 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE GOVERNMENT:**(b) (6)**

Name: Julie Carstensen

Title: Head of Bank Operations, SVP

Entity: Rocky Mountain Bank, a Montana Corporation
11/16/2022

Date: _____

(b) (6)

Name: Mark Pearce

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 12/9/2022

DocuSigned by:

(b) (6)

Name: **(b) (6)**

Title: Manager
11/16/2022

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. Office and Related Space: **4,845** rentable square feet (RSF), yielding **4,250** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **2nd** floor and known as Suite 200, of the Building, as depicted on the floor plan attached hereto as Exhibit **A**.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **1.14** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. INTENTIONALLY DELETED

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: **14** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces, and **14** shall be surface/outside/fenced parking spaces located in the properties parking lot. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (OCT 2020)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YEARS 1-5	FIRM TERM YEARS 6-10	NON FIRM TERM YEAR 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	(b) (4)	(4)	
OPERATING COSTS ²			
TENANT IMPROVEMENTS RENT ³			
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴			
PARKING ⁵			
TOTAL ANNUAL RENT	\$170,865.43	\$187,822.93	\$147,772.50

¹Shell rent calculation:

(Firm Term, YEARS 1-5) (b) (4) per RSF multiplied by the RSF stated under Paragraph 1.01
 (Firm Term, YEARS 6-10) (b) (4) per RSF multiplied by the RSF stated under Paragraph 1.01
 (Non Firm Term, YEARS 11-15) (b) (4) per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs rent calculation: (b) (4) per RSF multiplied by the RSF stated under Paragraph 1.01

³Tenant Improvements of (b) (4) are amortized at a rate of (b) (4) percent per annum over (b) (4) years.

⁴Building Specific Amortized Capital (BSAC) of (b) (4) are amortized at a rate of (b) (4) percent per annum over (b) (4) years

⁵Parking costs described under sub-paragraph B below

⁶Total Annual Rent does not reflect reduction for free rent. See subparagraph C below.

- B. Parking shall be provided at a rate of **\$0.00** per parking space per month (structured/inside), and **\$0.00** per parking space per month (surface/outside).

- C. The Lessor has offered free rent for the first **two (2)** months of the Lease (free rent includes shell, operating, TI, BSAC and parking rent). Therefore, the first **two (2)** months of the Lease shall be provided at no cost to the Government.

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D. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **4,250** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government leases the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days leased for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. For succeeding Leases with an incumbent Lessor where the Government is currently in occupancy and possession of the leased Premises and where the Lease requires the Lessor to perform alterations using either the TIA or BSAC, the amortized tenant improvement rent and/or BSAC rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement and/or BSAC rent as stipulated under the Lease, in addition to payment of the tenant improvement and/or BSAC rent for the period starting from the Lease Term Commencement Date to the date of tenant improvements/BSAC acceptance by the Government (such rent payment will not include any additional interest). Alternatively, the Government may elect to re-amortize the tenant improvements/BSAC over the remaining Firm Term of the Lease, at the amortization rate stipulated in the Lease. In the event the Government does not use all the TIA or BSAC, then the rental payments will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).

1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. **Carpenter Robbins Commercial Real Estate, Inc** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is **\$61,207.42** and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only **\$42,845.20** of the Commission will be payable to **Carpenter Robbins Commercial Real Estate, Inc** with the remaining **\$18,362.22**, which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 3 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 3rd Month's Rent.*

Month 4 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 4th Month's Rent.*

Month 5 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 5th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than **120** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

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1.06 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED**1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2020)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN	1	A
PARKING PLAN	1	B
AGENCY REQUIREMENTS	87	C
SECURITY REQUIREMENTS	9	D
GSA FORM 3517B GENERAL CLAUSES	17	E
SMALL BUSINESS SUBCONTRACTING PLAN	13	F

1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$54.92** per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **5.50** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.09 TENANT IMPROVEMENT FEE SCHEDULE (OCT 2020)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER (A/E) FEES (% OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	(b) (4)

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is **\$10.00** per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of **5.50** percent.

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

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- C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:
1. Reduce the security countermeasure requirements;
 2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
 3. Negotiate an increase in the rent.

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)

- A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **8.65** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **4,845** RSF by the total Building space of **56,015** RSF. The tax parcel number is **A00273**.
- B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at [RET.GSA.GOV](https://ret.gsa.gov).

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$6.85** per RSF.

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **(b) (4)** per ABOA SF of Space vacated by the Government.

1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)

- A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"
- **\$ 0.00** per hour for the entire Space.

B. INTENTIONALLY DELETED

1.17 ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~ INTENTIONALLY DELETED

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. The lessor shall continue to upgrade the building common area lighting to LED.
- B. The lessor shall upgrade the heat pumps as the current units reach the end of their useful life.

1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED

1.20 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2021)

Lessor's Unique Entity Identifier (UEI)

UEI-SAM: **XLEZYMXX9NY8**

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SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF- 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/ BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

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2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP/NOVATION (OCT 2020)

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

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2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real

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Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.

C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

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D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 10 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2014)~~ INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 ~~LABOR STANDARDS (OCT 2016)~~ INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. Unless waived by the LCO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.04 ~~CONSTRUCTION WASTE MANAGEMENT (OCT 2019)~~ INTENTIONALLY DELETED

3.05 WOOD PRODUCTS (OCT 2019)

A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

C. INTENTIONALLY DELETED

3.06 ADHESIVES AND SEALANTS (OCT 2019)

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

B. INTENTIONALLY DELETED

3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

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B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

3.10 VESTIBULES (OCT 2020)

A. Vestibules shall be provided at public entrances wherever entry to the Space is directly from the outside. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. For measurement purposes, vestibules are considered building support space and not ABOA.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.11 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

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F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.13 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

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- a. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.15 ELEVATORS (OCT 2020)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators that were in effect based on the elevator installation date code year. Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

3.16 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

3.17 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.18 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.19 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 CEILINGS (OCT 2019)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8 feet and 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

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- B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.
- D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:
1. Restrooms. Plastered or spackled and taped gypsum board.
 2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria related to biobased content as outlined under the Green Procurement Compilation at <https://sftool.gov/greenprocurement> and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1732/acoustical-ceiling-tiles/0?addon=False>.
 3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

- A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.
- B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.
- C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.22 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.23 WINDOWS (OCT 2020)

- A. Office Space shall have windows in each exterior bay unless waived by the LCO.
- B. All exterior window assemblies shall be weather resistant and watertight. Operable windows that open shall be equipped with secure latches. Off-street, ground-level windows and those accessible from adjacent roofs and other structures that can be opened must be fitted with a secure latch. Windows intended for use as a secondary means of egress must be openable from the egress side (e.g., inside) of the Building without the use of a key, tool, or special knowledge or effort for operation from the egress side.

3.24 PARTITIONS: GENERAL (OCT 2019)

- A. Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high-performance coating, or equivalent pre-approved by the LCO.
- B. INTENTIONALLY DELETED

3.25 PARTITIONS: PERMANENT (OCT 2019)

- A. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.
- B. INTENTIONALLY DELETED

3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019)

- A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

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- B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.
- E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

F. INTENTIONALLY DELETED

3.27 WALL FINISHES – SHELL (SEP 2015)

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.28 PAINTING – SHELL (OCT 2019)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

C. INTENTIONALLY DELETED

3.29 FLOORS AND FLOOR LOAD (OCT 2019)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

3.30 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

- C. Any alternate flooring must be pre-approved by the LCO.

- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.32 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.33 ELECTRICAL (OCT 2019)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt

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service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leased spaces over 25,000 RSF. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.35 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.36 DRINKING FOUNTAINS (OCT 2018)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.37 RESTROOMS (OCT 2020)

A. If this Lease is satisfied by new construction or by renovations that include the construction of restrooms, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the schedule below. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If future renovations requiring restroom construction occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction of a restroom is occurring, at a minimum, separate restroom facilities for men and women shall be provided with sufficient fixtures (water closets, sinks and urinals), in accordance with local code or ordinances.

C. Each restroom shall have water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open. These facilities shall be located on each floor occupied by the Government in the Building and shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms.

D. Restrooms must meet ABAAS requirements as stated under this Lease.

E. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.

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7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.

8. A floor drain.

9. Newly installed restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.38 ~~PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)~~ INTENTIONALLY DELETED

3.39 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2020)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality that corresponds with how the HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 62.1-2004.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph E above. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

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B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2020)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shut down the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non-use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

J. VIDEO SURVEILLANCE SYSTEM (VSS): Lighting shall be provided in such a manner to adequately support VSS operations, and not limit or preclude adequate fields of view.

3.44 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

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B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.45 ~~SECURITY FOR NEW CONSTRUCTION (OCT 2019)~~ INTENTIONALLY DELETED

3.46 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (OCT 2020)~~ INTENTIONALLY DELETED

3.47 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)~~ INTENTIONALLY DELETED

3.48 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)~~ INTENTIONALLY DELETED

3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED

3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2020)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by ANSI/ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.51 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.52 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)~~ INTENTIONALLY DELETED

3.53 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SEP 2014)~~ INTENTIONALLY DELETED

3.54 ~~DESIGN EXCELLENCE – LEASE (OCT 2016)~~ INTENTIONALLY DELETED

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SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2020)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Government-Provided Design Intent Drawings (DIDs): The Government shall prepare and provide to the Lessor the Government's approved DIDs based upon the base Building documents provided by the Lessor as required in the paragraph titled "Documents Incorporated in the Lease" paragraph of this Lease. These DIDs will detail the TIs to be made by the Lessor within the Space. DIDs shall be due to the Lessor within **45 Working Days** from award.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set shall include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

C. INTENTIONALLY DELETED

D. The Lessor's preparation and submission of construction documents (CDs):

The Lessor must complete the CDs conforming to the approved DIDs not later than the following schedule:

- **30 Working Days** to complete **50%** CDs
- **20 Working Days** to complete **75%** CDs
- **20 Working Days** to complete **100%** CDs

The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within **10 Working Days** of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have:

- **10 Working Days** to review the **50%** CDs
- **10 Working Days** to review the **75%** CDs
- **10 Working Days** to review the **100%** CDs

At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **30 Working Days** following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within **30 Working Days** following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **30 Working Days** following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than **100 Working days** following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

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The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2020)

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat (filling out all sheets, including each division tab, as necessary); (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

4.05 GREEN LEASE SUBMITTALS (OCT 2019)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. For leases 10,000 RSF or greater, a re-use plan, if required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. If the Lessor is unable to comply with the environmentally preferable requirements stated throughout the Lease, he/she must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

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1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.
3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: For leases 10,000 RSF or greater, prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 2. A description of how commissioning requirements will be met and confirmed.
- J. INTENTIONALLY DELETED
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (OCT 2020)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **10 Working Days** of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **15 Working Days** of NTP, the Lessor shall initiate a construction meeting. This meeting may be held in person or virtually, at the discretion of the Government. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.07 PROGRESS REPORTS (OCT 2020)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **every two weeks**. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. These meetings may be held in person or virtually, at the discretion of the Government. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.12 AS-BUILT DRAWINGS (OCT 2019)

Not later than **30** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.13 ~~LIQUIDATED DAMAGES (JUN 2012)~~ INTENTIONALLY DELETED

4.14 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

4.15 LESSOR'S PROJECT MANAGEMENT RESPONSIBILITIES (OCT 2020)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax or construction permits associated with TI buildout)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

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SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENTIONALLY DELETED

5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. INTENTIONALLY DELETED

5.05 DOORS: SUITE ENTRY (OCT 2019)

A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. INTENTIONALLY DELETED

5.06 DOORS: INTERIOR (OCT 2019)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. INTENTIONALLY DELETED

5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.09 PARTITIONS: SUBDIVIDING (OCT 2020)

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A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. INTENTIONALLY DELETED

5.10 WALL FINISHES (OCT 2019)

If the Government chooses to install a wall covering, the following specifications shall apply:

A. Commercial grade, weighing not less than 13 ounces per square yard.

B. INTENTIONALLY DELETED

5.11 PAINTING – TI (OCT 2019)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.

B. INTENTIONALLY DELETED

5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2019)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. INTENTIONALLY DELETED

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system

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in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (OCT 2020)

The Lessor shall purchase and install data cable as part of the tenant improvements. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. If the Government chooses to purchase and install data cabling, then the Lessor shall provide, as part of the tenant improvements, outlets with rings and pull strings to facilitate the installation of the data cable.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (OCT 2020)

- A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.
- B. The Lessor shall purchase and install data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets. If the Government chooses to purchase and install data and telecommunications cabling, then the Lessor shall provide, as part of the TIs, outlets with rings and pull strings to facilitate the installation of the data cable.
- C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
- D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)

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- A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.
- B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.
- C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.
- D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as **7:30 AM to 5:30 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (OCT 2020)~~ INTENTIONALLY DELETED

6.04 ~~UTILITY CONSUMPTION REPORTING (OCT 2016)~~ INTENTIONALLY DELETED

6.05 HEATING AND AIR CONDITIONING (OCT 2020)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, Lessor shall comply with ANSI/ASHRAE Standard 55, Thermal Environmental Conditions for Human Occupancy that corresponds with how the Building's HVAC system was designed to perform. At a minimum, Lessor must meet ASHRAE Standard 55-2004.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. **120** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as **20,000** BTU per hour. The temperature of this room shall be maintained at **70-72** degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.

H. INTENTIONALLY DELETED

I. The 24 hour, 365 days a year HVAC service(s) stated above shall be provided by the Lessor as part of the operating rent established under the Lease.

6.06 OVERTIME HVAC USAGE (OCT 2020)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$10,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$10,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.07 JANITORIAL SERVICES (JUL 2020)

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The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. Every five years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 ~~SELECTION OF CLEANING PRODUCTS (OCT 2019)~~ INTENTIONALLY DELETED

6.09 ~~SELECTION OF PAPER PRODUCTS (OCT 2019)~~ INTENTIONALLY DELETED

6.10 SNOW REMOVAL (OCT 2020)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots, including any secured parking areas, if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures (e.g., more frequent snow removal or application of ice-melting agents, warning signs, etc.) to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit

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signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every five years.
2. Lessor shall perform cyclical repainting of the Space in year eight (8) of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space in year eight (8) of occupancy, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2020)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-19-17, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently

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replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (OCT 2020)

Upon acceptance of the Space, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 ~~LANDSCAPING (OCT 2019)~~ INTENTIONALLY DELETED

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 ~~SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)~~ INTENTIONALLY DELETED

6.22 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

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C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.24 ~~RADON IN WATER (JUN 2012)~~ INTENTIONALLY DELETED

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (OCT 2020)

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ an industrial hygienist or environmental consultant experienced in mold assessment to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.27 OCCUPANT EMERGENCY PLANS (OCT 2020)

DS
SC

DS
MP

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

DS
SC

DS
MP

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level II attached to this Lease.

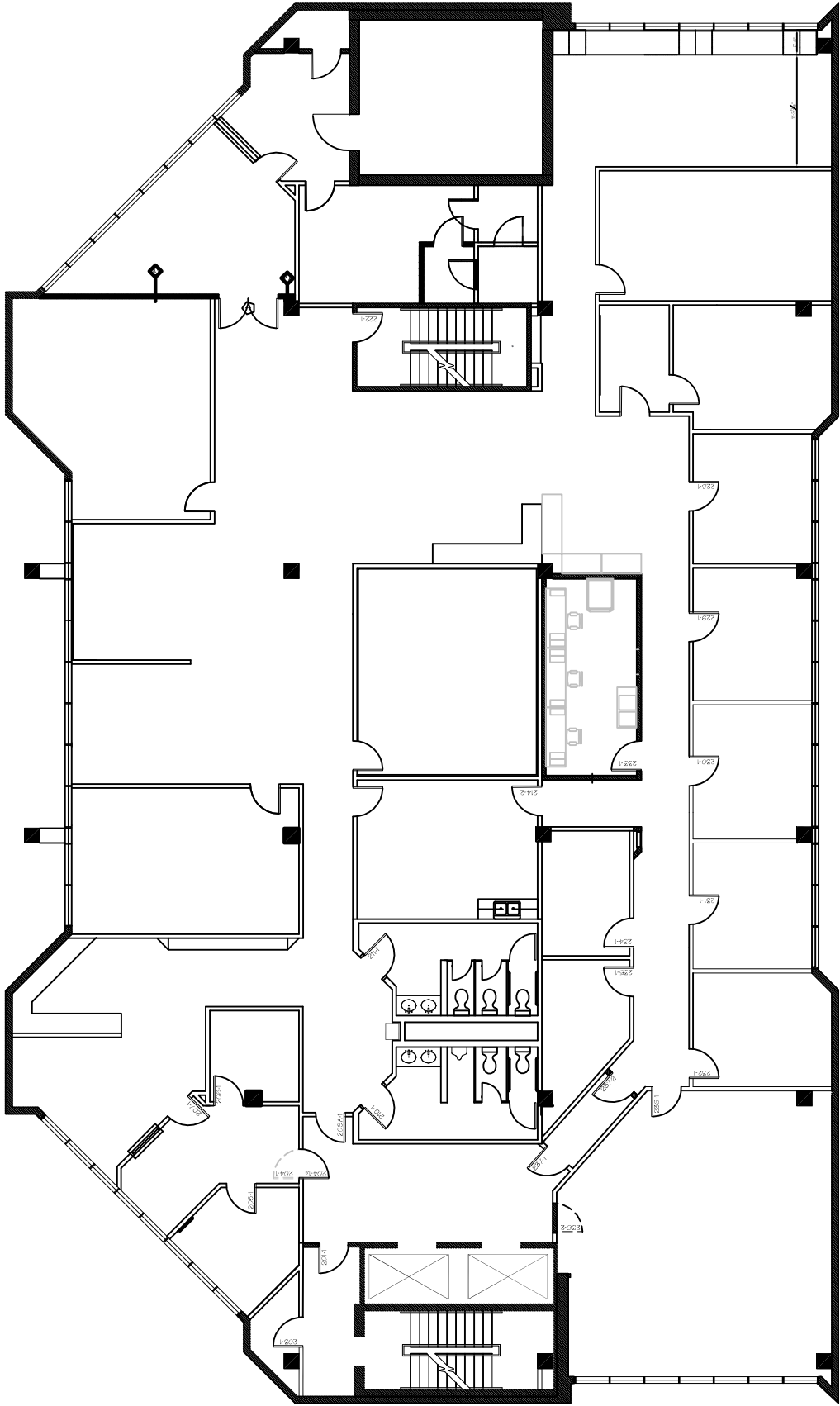
7.02 MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

None

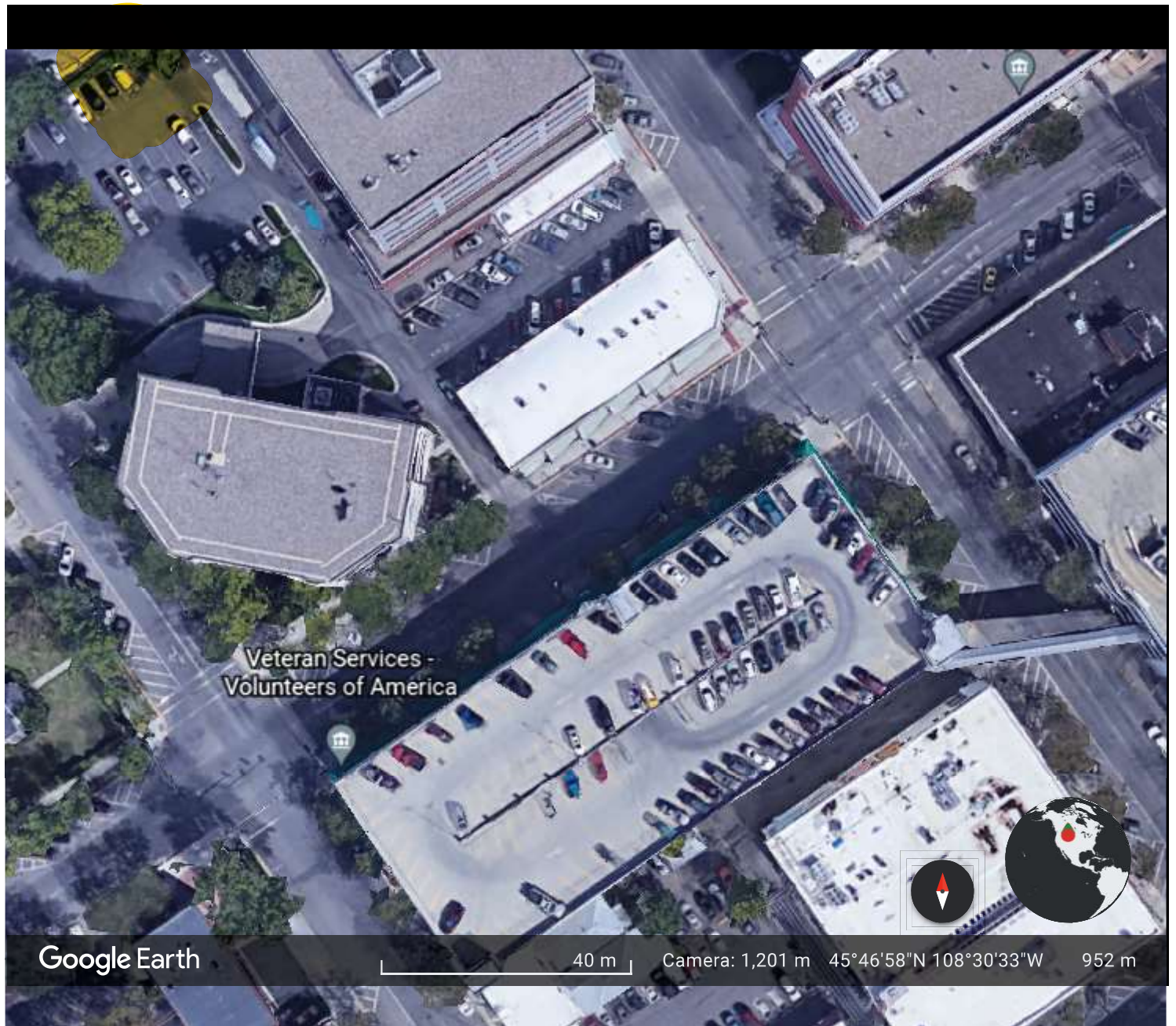
7.03 ~~ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~ INTENTIONALLY DELETED

Exhibit A



Second Floor Plan
SCALE: 1/16" = 1'-0"

Lessor: SC Government: MP



DS
SC

DS
Mp

Lessor: Government:

UNCLASSIFIED / LAW ENFORCEMENT SENSITIVE

DEPARTMENT OF JUSTICE
BUREAU OF ALCOHOL, TOBACCO, FIREARMS & EXPLOSIVES



ATF SPACE REQUIREMENTS

Issued: October 8, 2020

Lessor:  Government: 

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A. GENERAL SPACE REQUIREMENTS

The following is an overview of the Bureau of Alcohol, Tobacco, Firearm and Explosives' (TENANT's) general space requirements. Offices at TENANT can be classified under the following: Headquarter Offices, Division Offices, Field Offices, Satellite Offices, and Flex-Office Space. Office locations are preferred in Class A office buildings while Flex-Office Spaces are usually located at light industrial/warehouse facilities. In addition to offices, there are Off-Site Facilities that are usually located in light industrial/warehouse facilities and consist of warehouse, office and parking spaces. Descriptions of these basic requirements are noted in the following sections.

1. OFFICES

BUILDING LOCATION: The safety and security of TENANT employees, contractors and others employed by TENANT is our primary concern. Our preference is to locate TENANT Offices in Federal buildings when space is available and the building perimeter security is at Department of Justice Level IV or General Services Administration Level D. Office space must be located in a multi-story building with the occupancy of entire floors preferable to partial floor occupancy, above the first floor. Light industrial and warehouse space is excluded from this restriction.

a. CRITERIA THAT ELIMINATES FEDERAL BUILDINGS FROM CONSIDERATION FOR NEW OFFICE SPACE:

- i. The office space, in a shared multistory building, is on or below the first floor.
- ii. The office space, in a shared multistory building, is on the top floor and rooftop access is located within ATF space.
- iii. The building houses immigration, probation, public defenders and/or social services offices and does not have a separate entrance, elevator and parking facility for ATF personnel and visitors.
- iv. The only available office space in a proposed building has immigration, probation, public defenders, and/or social services offices on the same floor.
- v. The office space is inside a shopping mall or shopping center.
- vi. The building houses daycare facilities, abortion clinics, mental health clinics and/or drug rehabilitation clinics.
- vii. There is public parking underneath or within the building and/or there is metered or public parking directly in front, behind or next to the building.
- viii. The building is less than 1,000 feet from residential areas, places of worship, schools, hospitals, prisons, abortion clinics, mental health clinics and/or day care facilities.
- ix. Secured parking for ATF official vehicles, either onsite or adjacent to the building site is not available.
- x. The building resides in a crime statistical area that is 10 times greater than the national average. Note: This criteria will be measured by utilizing the CRIMECAST model. The CRIMECAST model is based on the criminological theory of social disorganization, which states that there is a proven correlation between the social disorganization in a neighborhood and the amount of loss that occurs there by analyzing neighborhood demographics (excluding race, religion and gender), crime statistics and other databases with known indicators of crime, we are able to provide precise scores indicating a site's risk of crime in comparison to national, state and county averages. A score of 1000 on this analysis indicates 10 times the national average.
- xi. Any exceptions or variances to the above listed criteria must be approved in writing, by the Chief, Physical Security Programs Branch. If ATF cannot find a building within the central business district (see Executive Order 12072), which satisfies our security requirements, then ATF must be allowed to expand the delineated area so that a safe, secure building can be found.

b. CRITERIA THAT ELIMINATES COMMERCIAL SPACE FROM CONSIDERATION FOR NEW OFFICE SPACE:

- i. Proposed office space is on the first floor or below the first floor of the building.

Exhibit C

- ii. Proposed office space is on the top floor of the building and rooftop access is within the space.
 - iii. Proposed office space is inside a shopping mall or shopping center.
 - iv. Proposed building houses day care facilities, abortion clinics, mental health clinics, or drug rehabilitation clinics, immigration, probations, public defenders, and/or social services (including but not limited to: Social Security Administration (SSA) and Department of Health and Human Services (HHS)) within the building.
 - v. Proposed building will not or cannot accommodate secured parking for TENANT official vehicles at this facility.
 - vi. Proposed building or parking facility is within 1,000 feet of agencies or tenants identified in iv. Above.
 - vii. Proposed office space is located in a high crime area or an area that will necessitate more extensive and stringent building security than a generally progressive and alert neighborhood with a low crime rate.
 - viii. Any exceptions or variances to the above listed criteria must be approved in writing, by the Chief, Physical Security Programs Branch. If TENANT cannot find a building within the central business district (see Executive Order 12072), which satisfies our security requirements, then TENANT must be allowed to expand the delineated area so that a safe, secure building can be found.
- c. CRITERIA FOR AWARD OF COMMERCIAL OR LEASED SPACES:
- i. A copy of the floor plan for the specific floors being offered by a lessor must be provided to TENANT for review before acceptance of the specific floor and building.
 - ii. Floors in a specific location that have multiple building core items (multiple elevator banks, multiple stairwells, and multiple mechanical rooms) will not be accepted when they are not centrally located in the center of a space. These items cannot be within TENANT space.
- d. PARKING:
- i. Secured parking spaces are required for government vehicles. The government requires a parking garage with a secure fenced/divided area or on-grade lot within a secure fenced area. Access to the parking area is required at all times - 24 hours a day/7 days a week (24/7). It is desirable that only TENANT personnel have access to the parking area. If parking cannot be provided on-site (i.e. basement garage, attached building garage, or site lot), parking should be located within a two-block radius of the office. Access to the parking lots must be controlled. Parking lots and all access from the building to the parking lots must be well lit at all times to ensure safety (i.e. a minimum of 10 foot candle level of illumination). Parking spaces cannot be in a shared lot with buildings that house agencies or tenants listed on page 1.

Note any waiver from this requirement will require a review of the specific location by the ATF Physical Security Programs Branch. A waiver may be considered if the market area does not have any locations that can provide a secure parking garage or secure fenced parking.

The minimum requirements for secure parking enclosure are as follows:

- i. A 9 gauge chain link fence that is a minimum of 8 feet high on concrete slab to concrete slab.
- ii. A top-guard, which is an overhang of three strands of barbed wire, along the top of the 8 feet high fence, shall be installed at a 45 degree angle facing outward.
- iii. Opaque privacy slats pre-inserted or opaque privacy screening.
- iv. An automated sliding vehicle gate and separate pedestrian entrance with pushbutton lock or card reader.
- v. Minimum of three strands of barbed wire running horizontally and continuously along the top of the 8 feet high fence.
- vi. All vertical fence posts shall be embedded in concrete.

Prior to signing the lease, the landlord should notify GSA if there are any concerns regarding the parking enclosure. All cost associated with the fence enclosure will be charged against the Tenant improvement allowance or paid by TENANT through the initial construction build-out.

2. OFF-SITE FACILITIES

a. LOCATION

Safety, functionality and security of ATF employees are our primary concerns. A delineated area will be determined on a case-by-case basis. Our preference is to locate ATF Off-Site facilities in areas away from Federal Buildings, building that house probation, public defenders, courts, and/or social services offices. The Off-Site property must be located away from churches, childcare facilities, shopping centers, residential areas, schools, flood plain areas, power plants, electrical transformers farms, night clubs, bars and in close proximity to airport radar dishes and aircraft flight paths. Access to the building must be large enough to accommodate large, long, tall, heavy vehicles.

b. BUILDING MINIMUM REQUIREMENTS

The buildings should be a single story structure, however a two-story building will be considered providing ATF occupies the first and second floors and the building meets ADA requirements. Minimum ceiling clearance in the workshop areas must be 15 feet or greater and the building must have at least one (one) 14 feet high by 12 feet wide electrically operated overhead coiling garage door. The garage door entry must be grade level or have an adequate ramp to drive vehicles in and out of the space. Two (2) garage doors are preferred. If the building does not have existing garage doors, the building must be able to accommodate 14 feet high doors. ATF will not consider any space or facility where other tenants are located above or below them. An additional dock level entry door is desirable.

c. EXISTING OR CUSTOM BUILDING

ATF prefers an existing building, however if after a reasonable search time and GSA has been unable to find a suitable building, ATF will consider a build-to-suite facility. This is the least preferable direction as it usually takes a longer lead time and can be overall more expensive.

d. PARKING

Secured onsite parking spaces are required for government vehicles. Access to the parking area is required at all times (24/7). It is desirable that only ATF personnel have access to the parking area. Parking must be provided on-site. Access to the parking lots must be controlled when possible. Parking lot(s) must be fenced and well lit at all times to ensure safety (i.e. a minimum of 10 feet candle level of illumination is required). Fencing shall be accomplished with standard galvanized chain link fencing 8 feet high with a 2 feet outrigger at the top at an angle of 45 degrees pointing outward. Three strands of barbed wire must be installed on the top of the fence. ATF may park very large vehicles such as Command Vehicles, NRT trucks, Bomb Trailers, Antenna Trailers, Mobile Lab vehicles, etc. at the facility.

3. LIGHT INDUSTRIAL / WAREHOUSE FACILITIES

a. LOCATION

The off-site facility depending on the specific functions and occupants will have an office section and a warehouse section. The warehouse section of the light industrial space must be accessible by vehicle. It is preferred to have a single story building with drive-in capability for large vehicles. For reference purposes some ATF vehicles could be approximately 45 feet long and the entrance to a storage area must accommodate the maneuvering of vehicles of this magnitude.

b. WAREHOUSE SPACE REQUIREMENTS

The warehouse space shall have the following minimum requirements within the facility:

- i. Slab to ceiling, minimum 15'-0" clear height
- ii. A minimum of 25' column to column spacing
- iii. Drive-in capability (i.e. slab on grade access or ramp access)

- iv. At least one (1) 12' wide by 14' tall electrically operated overhead garage door
- v. Floor drains will be required near inside overhead garage doors
- vi. Office space with men's and women's handicap restrooms
- vii. The space shall be protected with fire sprinklers (non-sprinkler buildings will not be considered)
- viii. The work area within the interior vehicle parking space shall be heated
- ix. The garage area of some locations will be provided with limited air conditioning
- x. Separate HVAC controls for the office and warehouse areas are required
- xi. The LAN Room shall be equipped with a 24/7 stand-alone HVAC system
- xii. Slab on grade sealed concrete capable of supporting tractor trailer trucks – 6" slab thickness
- xiii. Frost-proof exterior hose bib shall be available for ATF use at the 14' high door location.
- xiv. Exterior secured fenced parking
- xv. Antenna roof rights
- xvi. Some facilities shall require a shipping and receiving space

Note these warehouse requirements may vary from project to project and shall be adjusted as required to support the mission of specific group housed in the facility.

4. SECURITY

a. OFFICES

- i. All security related components will be furnished and installed by TENANT's security contractor such as the motion detectors, cameras, etc. unless otherwise noted on the space plans or program requirements prepared by TENANT.
- ii. Security Camera Location – Cameras will be potentially placed in all perimeter entrances and adjacent corridors on floor as well as stairwells. A drawing will be provided to the Lessor prior to installation of cameras.

b. OFF-SITE / WAREHOUSE FACILITIES

- i. ATF Security requirements for light industrial warehouse facilities shall be determined by the ATF Physical Security Programs Branch on a case-by-case basis. ATF prefers a building with a minimum of windows. All security related components will be furnished and installed by ATF's security contractor. Items such as motion detectors, cameras, etc. unless otherwise noted on the space plans or program requirements prepared by ATF. Electrical power requirements for these items shall be shown on the ATF Design Intent Drawings (DID's) and provided by the owner.
- ii. In some cases windows may have to be treated with the application of blast mitigation laminate to the windows. ATF Physical Security will determine where and what level of protection is to be provided. The safety, cost and functionality will be considered when selecting a location.

5. SPACE PLANS

ATF's Space Management Branch (SMB) will develop the space plans unless otherwise noted. The Lessor must provide baseline background drawings in AUTOCAD. The drawings must provide the location of all core elements such as: doors, openings, skylights, shafts, stairwells, elevators, columns, enclosures for fire pump, electrical or piping chases, UPS, bearing walls or walls that would influence the basic ATF layout. ATF will provide the DID along with the program of requirements to GSA. GSA will then provide the lessor, building manager, and/or architect with this information.

6. BUILDING EXTERNAL ENVIRONMENT

The quantity and quality of police and fire protection and the general character of the overall external environment shall also be considered in determining the location of the ATF office buildings. ATF space shall not be located in high crime areas or in any area that will necessitate more extensive and stringent building security than a generally progressive and alert neighborhood with a low crime rate. All buildings considered by ATF are required to have well lit exterior sidewalks, parking structures/lots/spaces, and alleys to ensure safety. If a railroad exists near the facility, the building must be located a minimum of 50 feet from an active railroad

track. Skylights are not desirable but may be accepted.

7. **SIGNAGE**

No external signage identifying ATF presence in a facility is permitted.

- a. OFFICES: Internal signage is permitted on the floor where TENANT is located.
- b. OFFSITE WAREHOUSES / FACILITIES: Internal signage is discouraged but may be permitted after review and approval by ATF Physical Security Programs Branch.

8. **EMPLOYEE PARKING / PUBLIC TRANSPORTATION**

- a. OFFICES: Regularly scheduled public transportation and/or sufficient parking to cover commuting needs of employees must be located within reasonable and safe walking distance of the office.
- b. OFFSITE WAREHOUSES / FACILITIES: Regularly scheduled public transportation and/or sufficient parking to cover commuting needs of employees must be considered, however the nature of the Off-Site operation does not lend itself to the typical office environment. Most off-site locations will include specialized ATF vehicles. It is ATF's desire to locate facilities and vehicles remotely and away from public view.

9. **SECURITY CLEARANCE**

The Government requires the lessor to submit complete personal history statements for each employee of the lessor as well as employees of the lessor's contractors or subcontractors who will provide continuing building operating services for the property in which the leased space is located. ATF reserves the right to require completed fingerprint charts. ATF also requires this information for employees of the lessor, his contractors, or subcontractors who are hired to perform alterations or emergency repairs for the property.

All contract personnel (i.e. cleaning personnel, maintenance personnel, contractor, sub-contractor, etc.) who are hired to perform alterations or emergency repairs for the property are required to complete a Personnel Security Request (PSR) and pass ATF security background checks before working in ATF space. (See EXHIBIT #1)

ATF through the GSA contracting officer or Contracting Officer's Technical Representative will advise the lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work in ATF owned or leased space. The lessor will be required to provide the same data within 10 working days for the addition of new employee(s) to the work force.

In the event the lessor's contractor/ subcontractor is subsequently replaced, and the new contractor/ subcontractor hires employees who were already cleared, then it is not necessary for them to be cleared again. The contracting officer may require the lessor to submit Form FD-258 and GSA Form 176 for every employee covered by this clause, on a recurring 3-year schedule.

The contractor and subcontractors shall take steps to assure control of the construction drawings. Contractors shall provide a system of controlling access and the safe keeping so to mitigate the possibility of loss of control of ATF drawings. Control of construction drawings shall be a priority item.

Law Enforcement Sensitive material shall not be posted on any websites by contractors/subcontractors to include specifications, drawings or photos.

10. **KEY CONTROL**

It is ATF's intent to control keys for ATF space and ATF reserves the right to change the entrance locks to all ATF space within the building. If the lessor and/or building manager require access into ATF space after work hours, the Lessor and/or building manager must inform ATF and receive permission to gain access into ATF space. Normally the contractor shall provide construction cores in the door locks and ATF will change the core

to meet ATF requirements. ATF personnel must be present at all times to escort non-ATF personnel.

11. DAYTIME CLEANING, RENOVATION, AND MAINTENANCE

Daytime cleaning shall be included as part of the fully serviced lease that ATF is required to support. Daily cleaning, renovation in existing space, and scheduled maintenance must be conducted during regular business daytime hours between 8 AM to 4:00 PM. All after-hour work must be scheduled through ATF. ATF personnel must be present at all times to escort non-ATF personnel.

12. MAINTENANCE FOR ABOVE STANDARD HVAC ITEMS

Maintenance for all above standard HVAC equipment shall be included as part of the rental consideration. If the HVAC equipment maintenance is not included in the initial rental proposal, adjustments to the rent may be executed after the above standard HVAC is/are installed and in operation.

13. ANTENNA SPACE

At some facilities outside roof space shall be required for the installation of a 22' antenna (to be supplied by ATF). The base station should be located as close to the antenna as possible in a roof top equipment room where available. The antenna mount requires that it be made from 2" rigid conduit that is a minimum of 4' in length and extends a minimum of 4' above the highest point of the roof. The roof must be equipped for routing coaxial cable between the antenna and the base station. If conduit is required, the lessor shall provide conduit with a minimum of 2" inside diameter rigid conduit from the antenna mount to the base station location with no more than a total of 280 degrees of bends. Pull strings and weather head on the end that penetrates the building will also be required. An internal 8-wire, Category 5 cable is required from the ATF office space to the base station location. The lessor shall provide a duplex AC outlet for the base station that is a 20 amp/110 Volt dedicated GFI circuit. The dedicated AC outlet and an earth ground (central building ground) connection shall be located within 3' of the base station location. **The exact location of the antenna and base station must be coordinated with the ATF, Radio Communications Branch located in Gaithersburg, MD and can be contacted at (301)-556- 1040.**

14. SYSTEMS FURNITURE WHIPS

In all ATF projects that incorporate systems furniture, the general contractor shall be responsible for hardwiring one end of the whip (electrical connecting wire) to the building electrical circuits. Note that ATF's systems furniture contractor will install the opposite end of the whip or make the direct connection to the systems furniture.

15. TENANT'S ACCEPTANCE OF SPACE

GSA will formally accept the space for the Government in lease space projects. At a minimum, ATF will require that the build-out of the perimeter of the space (i.e. walls, wire mesh, door installation, and hardware) must be complete prior to completion of the interior build-out of the space. This will help to ensure that perimeter security is in place at the scheduled move date and that an office may be able to complete its move even if some internal construction still needs to be completed.

16. TELECOMMUNICATIONS / LAN CLOSET REQUIREMENTS

At the start of a project (new, relocation, renovation, expansion, etc.), Infrastructure Services Branch (ISB) requests to preview all drawings. An ISB Specialist will preview and locate all jacks for voice and data. Plans will be returned prior to printing the final construction drawings.

Telecommunications/LAN closets are to be located in ATF controlled space.

ISB requires a 3" conduit run between ATF's telecommunications/LAN closet and the building's local telecommunication's Demarc location (first point of presence). This must be a continuous run with no access points or pull boxes. This is to insure security integrity for all voice circuits, data network circuits, security alarm lines and Title III intercept lines. When these lines traverse spaces outside ATF controlled space, it is the utmost priority to insure telecommunications line security.

MULTIPLE FLOOR LOCATIONS

Single 3" conduit runs required between ATF's main telecommunications/LAN closet and each satellite closet on other respective floors. Required for voice riser cabling and the fiber LAN switched backbone. When these lines traverse spaces outside ATF controlled space, it is the utmost priority to insure telecommunications & network security.

MULTIPLE CLOSETS ON SAME FLOOR

Provide one (1) 3" conduit run required between ATF's main telecommunications/LAN closet and each satellite closet. This is only required if backbone runs traverse non-ATF controlled space.

Wall jack locations for offices, rooms and other wall locations are to have a junction box with 1" conduit to above ceiling with a pull string. This is to provide easy access to install cabling in walls that may have wire mesh or sound insulation. Also it provides an easy means to install additional cabling at a later date without having to damage walls. Wall mounted phones locations are to have junction boxes, with conduit and pull string. This provides adequate mounting integrity for wall phone mounting hardware.

System furniture cabling feed point locations are to have a junction box with 1 1/2" conduit to above the ceiling with pull string. This is to provide easy access to install cabling in walls that may have wire mesh or sound insulation. It also provides an easy means to install additional cabling at a later date without having to damage walls.

TELECOMMUNICATIONS / LAN CLOSETS

- a. Provide 1/2" plywood on all walls, from corner to corner, mid-point floor to ceiling, with white or grey paint. (Fire Rated).
- b. Furnish with 24/7 air conditioning to provide cooling for all telephone & network equipment, network routers and switches, alarm system and radio equipment. AC equipment needs to handle a minimum sensible load of 12,500 BTU. Locate AC equipment outside the telecommunications/LAN room and duct air into room or provide a water safety pan with shut off under the AC system to prevent water damage to equipment in case of a leak.
- c. The room is to have four (4) circuits, dedicated quad outlets, 20 amp/120 volts. One (1) for telephone equipment, one (1) for LAN network equipment, and one (1) for security alarm equipment and one (1) for radio equipment.
- d. Provide two (2) "Approved Ground" #6 grounding conductors to building's central grounding point. Reference National Electric Code, Section 250. Locate one (1) grounding point/conductor on the wall next to the telephone equipment location and one (1) next to the Data/LAN rack location.
- e. Provide a 2" conduit run from telecommunications/LAN closet to the radio equipment room (if located outside ATF controlled space) or to the roof with roof penetrations (for antenna).

17. LAN ROOM COMPLETION

The LAN room static resistant vinyl composition floor tile, drywall partition, door/frame/hardware (with lockable hardware), plywood blocking, ceiling lights, power outlets (for the security, telephone and data), and air-conditioning unit must be completed once the secure perimeter walls/doors have been erected. This will help ensure that ATF offices have the communications and computer infrastructure and tools needed for their work even if some additional construction still needs to be completed. The LAN room completion date shall be coordinated at the pre-construction meeting.

END OF GENERAL SPACE STANDARD REQUIREMENTS

B. DESIGN AND CONSTRUCTION REQUIREMENTS

1. DESIGN INTENT DRAWINGS

ATF will provide the design intent drawings along with the program of requirements to the Lessor, building manager, GSA representative, and/or architect. The Above Standard Space Requirements section describes ATF's architectural and security standards for each type of office space. The architect shall use these requirements as a guideline in producing the Construction Documents (CD). In the event of a conflict between this document and the Design Intent drawings, the Design Intent Drawings will prevail.

2. SQUARE FOOTAGE

Square footage requirements are noted on the programming documents and are not included in the document herein. Changes to the square footage requirements or variations from the ATF Space Requirement standards must be approved by ATF's Space Management Branch.

3. STANDARD FINISH, DOOR, CEILING, INTERIOR LIGHTING REQUIREMENTS

a. STANDARD FINISHES

ATF's standard finishes are as follows (unless noted otherwise):

- i. 26 - 28 ounce (face weight) carpet;
- ii. continuous vinyl cove base;
- iii. eggshell paint on walls;
- iv. semi-gloss on doors and door frames;
- v. solid core doors with minimum dimensions of 3'-0" x 7'-0" x 1-3/4" doors and hollow steel door frames;
- vi. 2' x 4' or 2' x 2' acoustical ceiling tiles and ceiling grid;
- vii. 2' x 4' or 2' x 2' – Manufacturer: Focal Point, Model: Luna or equal, 3-Lamp, T8 recessed indirect w/ perforated center standard basket. See EXHIBIT #16 for further specifications.

b. FINISHES FOR OFF-SITE FACILITIES

The finishes for off-site facilities are similar except for the doors and floor finish. Interior doors shall be solid core wood with knock down hollow metal frames and building exterior doors shall be insulated metal doors. Concrete floors in the warehouse area shall be cleaned and sealed so that concrete dust is not released into the atmosphere.

4. DEMISING WALLS

(Note in construction, Perimeter and Demising walls may describe two (2) different types of walls. In construction, Perimeter walls describe the exterior walls of the building and demising walls describe the exterior walls of the TENANT's space. Personnel in the security industry may describe the exterior walls of the secured space as the Perimeter walls. For the Purpose of this document, ATF will use the term Perimeter Walls and Demising Walls interchangeably but its meaning will remain the same - i.e. exterior walls of ATF space.)

Demising walls of ATF facilities must be acoustically separate from neighboring buildings or from other tenants sharing space in the same building. All perimeter walls separating ATF space from building common areas or other tenants, whether government or non-government, must be separated with wall partitions that extend from the structural floor to the structural ceiling. Demising walls must have a minimum sound transmission class (STC) of 45 and contain 3" sound blanket insulation between 5/8" gypsum partitions. This includes public corridor walls. (See EXHIBIT #3A.) Acoustical sealant shall be applied on both sides of the metal stud runner at both slabs. On floors/ceilings with composite metal decks, the partition, sound insulation, and acoustical sealant shall extend between the flutes of the metal decks. All service boxes shall be sealed. All electrical conduit cables shall be plugged with an acoustical lining and constructed to impede sound transmission.

In addition, a minimum of 3/4" #9 Standard or 9-gauge expanded carbon steel (expanded metal) shall be mounted to the outer side of the wall studs and run from slab-to-slab. In cases where the upper slab is extremely high (above approx. 18'-0") the space shall be caged. The ceiling shall have expanded metal. The opening in the expanded metal shall be no greater than 2" along the longest side of the opening. (See EXHIBIT #2).

In some cases, ATF will move to existing office space. The existing demising walls shall be reinforced with slab-to-slab expanded metal. It is preferable to weld the expanded metal on the outside face of the walls, but if this is not possible, securing the expanded metal on the inside face of the walls is acceptable. (Note, welding may not be possible if the existing stud gauge is too thin or if the space on the opposite side of ATF's space is occupied.) ATF will allow the installation of the expanded metal on the ATF side of the demising wall with non-removable screws and metal retaining clips in these instances. Concrete walls need not be covered with expanded steel metal.

The prospective lessor shall be responsible for identification of the current condition of the demising partition and shall report these conditions to ATF. ATF will then determine the modifications that are required to insure that the demising partition results in at least a 3A partition type.

The prospective lessor / GSA must notify ATF within 72 hours of receipt of the Design Intent Drawings to report these conditions.

5. **PERIMETER DOORS**

All perimeter doors (i.e. entrance, second entrance/exit, or stairwell doors) that swing out into public space from ATF's space should have hinge pins that are spot-welded, braided, provided with non-removable pin hinges, or security stud hinge to prevent removal of perimeter entrance doors. (A security stud hinge has a metal stud on the face of one (1) hinge leaf and a hole in the face of the other leaf. As the door closes, the stud enters the hole and penetrates the full thickness of the leaf, which creates a "bolting" or "locking" effect.)

a. OFFICES

Office perimeter entrance doors (from the public corridor) are required to be solid wood construction with a minimum thickness of 1-3/4" with an automatic door closure. These doors shall have long-throw, high-security, single-key deadbolt locks installed for secured hours. Doors will be tight fitting with 1/2" x 1/8" solid neoprene stop on three (3) sides and threshold. There will be no transparent panels installed on these doors. All corridor doors (public and suite) will have a door sweep to stop sound transmission. Main entrances to all Division offices from the building lobby shall have solid core wood double doors.

b. OFF-SITE FACILITIES

Off-Site facilities perimeter doors shall be insulated metal doors. Overhead roll-up coiling doors in the garage area shall be provided with electrical door openers and remote controllers. Manual dead bolt locks shall be installed on the overhead doors at ground level. Warehouse perimeter doors shall be insulated metal doors.

c. PERIMETER DOOR CONTROL

ATF will maintain control of all perimeter door keys. Emergency access to ATF space will be by ATF authorization only. All perimeter doors will have lock covers to prevent forced entry.

d. DOOR SECURITY HARDWARE

ATF preference for door hardware on perimeter doors is a vanguard style. This hardware allows the handle to freely turn even in the locked position to prevent a force break of the hardware allowing unauthorized entry. Any Perimeter Door that swings into Public Space to include the Ballistic Door must have a Cover Plate "Pick Plate / Latch Cover" installed to protect the door latch.

6. **VENTS AND DUCTS ALONG DEMISING WALLS**

Vents and Ducts and all other openings along the demising walls with a total dimension of more than 90

square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a 1/4" steel angle iron frame. The steel frame and its supports shall be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld steel angle iron frame to the expanded metal within the demising partition. Expanded steel wire web is unacceptable in duct work.

7. **EMERGENCY / FIRE EXITS**

Emergency/Fire Exits shall be equipped with panic bars and a quick-release long-throw dead bolt lock for after hours. These doors must be alarmed. Hinges shall meet the requirements outlined above for perimeter entrance doors.

8. **SECURITY AND DOOR HARDWARE**

ATF's Protective programs Branch (PPB) will provide supplemental requirements and specifications during the Construction Document phase (See EXHIBIT #4 for a sample of the Security System and Lock Symbols). If the specifications noted within this document conflict with the specifications provided by PPB during the Construction Document phase, the supplemental requirements and specifications from PPB will supersede the specifications noted in this document.

The General Contractor shall furnish and install all door hardware and electric strikes noted on the construction documents unless otherwise noted. Electric strikes shall conform to ATF's minimum standards identified on EXHIBIT #5 - Security Electronic Portal Controls (Electric Strikes). Prior to purchasing and installation of the electric strikes, the contractor must submit manufacture's detailed information of the electric strikes (i.e. cut sheet, brochure description, etc....) for ATF's approval. All electric strikes shall have the following options: 12 or 24-volt power and fail secure options.

Changes to any security related issues must be approved by ATF's Physical Security Branch.

9. **TELEPHONE AND SECURITY SYSTEM EQUIPMENT**

All telephone and security alarm system equipment are to be located WITHIN the ATF controlled office area. Telephone and computer closets will be secured by commercial grade locking devices. ATF will maintain key control. Ventilation and/or cooling shall be provided to these spaces.

10. **CONDUITS FOR ELECTRIC AND TELEPHONE LINES**

Dedicated conduits are to be run from point of entry into the building ("Demarc point") to ATF's space. Provide a 3" flexible metal conduit from the main telephone room into the building to ATF's main LAN room. If pull boxes are necessary due to existing conditions, they must be outfitted with tamper resistant screws.

If the data or telephone cable leaves ATF space and passes through the public hallway, the ATF/Project Manager should request for two (2) 3" flexible metal conduits that pass through the public hallway.

11. **BLAST MITIGATION LAMINATE FILM**

LEVEL III - Bullet/Blast resistant window:

Frame assembly: Constructed of ballistically tested aluminum or steel extrusions.

Framing: Factory representative must assess windows on site.

Pre-tested Windows are certified and existing by licensed manufacture for installation meeting the Level III lamination levels as stated below.

LEVEL III - Blast mitigation laminate film glazing:

Frame assembly: Constructed of ballistically tested aluminum or steel extrusions.

Framing: Factory representative must assess windows on site.

Lamination will meet load test protocol of a minimum of 500 LBS, low hazard level and high protection level

Exhibit C

from a ten feet at ground level or 300 LBS, low hazard level and high protection from a ground floor blast at 10 feet.

A clear ballistic laminate level 2 with 0.007 mm (Milar) film on exterior of the window. This will have a glazed finish on the exterior side of the windows.

Interior side of windows will have an opaque ballistic laminate and ballistic resistant film level 3.008 mm (Milar) with metal or aluminum capture frame inside. The capture frame is defined as metal or aluminum frame that securely holds the ballistic laminate against the interior glass.

MANUFACTURERS MEETING ATF SPECIFICATIONS

CPFilms Inc. - Blast event safety glazing films R-20 SRPS8, blast event safety glazing SCL SR PS7, or manufacture suggestion for window thickness at location. Phone: 1-800-255-8627

Madico Inc. - SafetyShield 800, SafetyShield 1500, or manufactures suggestion for window thickness at location. Phone: 1-800-225-1926

Insulgard Corporation - Bullet resisting transaction windows SV. Phone: 1-800-638-6718

Bullet Guard Corp. - Bullet Resistant Products, UL-752 Ballistic Material, or manufacture suggestion for window thickness at location. Phone: 1-800-233-5632

Intellimar, Inc. - Glass Fragment Hazard Reduction, Condition I or II (GSA Level 3 or 4), or manufacture suggestion for window thickness at location. Phone: 301-596-8500 or 410-461-3886

12. EXPLOSIVE TECHNOLOGY GROUPS

ETB locations shall be provided with usual office and office support areas. Additionally they will be provided with examination rooms, research/prep/training and construction rooms. Some of these functions may be consolidated into a specific room as determined by the designer, and the number of personnel assigned to a particular location.

Certain groups such as Explosive Technology Branches (ETB) will require an offsite laboratory environment, requiring special ventilation requirements. These area may require the installation of eye wash fountain(s) and/or safety shower(s). Specific specifications will be provided and tailored to each location. At least one (1) explosion-proof, 4'-0" wide laboratory fume hood ducted using 8" diameter galvanized duct to the exterior of the building shall be required at each ETB location. Specific specifications are as follows:

New ETB offices (Flex-Spaces) shall have fume hoods provided and installed, usually in or near the examination room. Fume Hoods shall be Labconco Corporation (800) 821-5525 or equal as follows:

4'-0" Protector Hood

4'-0" Fiberglass fume hood with integral explosion proof blower and EP incandescent light, no service fixture.

4'-0" Dished epoxy work surface, no cup sink cutout.

4'-0" Spluent cabinet, duel doors

Substitutions must get prior approval from ATF.

SEE EXHIBIT #18

Outside secure parking areas will be provided for special vehicles such as bomb trailers.

SEE EXHIBIT #19

END OF DESIGN AND CONSTRUCTION REQUIREMENTS

C. ABOVE STANDARD REQUIREMENTS & ROOM DESCRIPTIONS

1. DIVISION OFFICES / FIELD OFFICES / SATELLITE OFFICES

SECURE FOYER

1) FROM BUILDING LOBBY TO SECURE FOYER

- i. Purpose
Main entrance secure foyer will be designed to affect positive control and identification of visitors. The secure foyer has two (2) doors – the Suite Entrance Door and the Reception Door. Visitors enter the reception room from the public space through the Suite Entrance Door, but visitors may only pass through the Reception Door after receiving clearance from a ATF staff.
- ii. Special Items
 - a) Hardware for the suite entrance door is as follows: a standard levered lockset, latch plate cover, a door closer, single cylinder long-throw deadbolt, and bottom and side mounted door seals. If the doors swing out into the corridor, provide latch protectors and non-removable hinge pins.
 - b) Demising partition shall be slab to slab with 45 STC and with a minimum of a 9 gauge welded expanded metal. See EXHIBIT #2.

2) FROM RECEPTION ROOM TO TENANT SPACE

- i. Special Items
 - a) Walls around the secure foyer
 - Bullet Resistant treatment is required on all the walls within the secure foyer. See wall Type 3B. Specifications of the bulletproof wall must meet minimum UL ratings that are capable of withstanding bullets fired from a 44 magnum or a 9-mm submachine gun at close range (UL Level 3 rating). See EXHIBIT #6 – Security Armor.
 - Demising partitions shall be slab to slab with 45 STC and with 9 gauge welded expanded metal. This is the partition between the secure foyer and public hallway See wall Type 3A.
 - b) Bullet Resistant Doors
Bullet Resistant doors are required along walls with bullet resistant treatment only. The bullet proof doors shall meet minimum UL ratings that are capable of withstanding bullets fired from a 44 magnum or a 9 mm submachine gun at close range (UL Level 3 rating). See EXHIBIT #7.
 - c) Bullet Resistant Windows
The landlord and/or architect should coordinate the window size with ATF's design intent drawings. See EXHIBIT #8. ATF will notify the Lessor and/or architect if the existing bullet resistant transaction windows at their present location will be relocated to the new space. The height of the window off the floor must be 2'-10".

LAN ROOM

- 1) Purpose
This room shall house the security, telephone, Wide Area Network (WAN) and Local Area Network (LAN) equipment.
- 2) Special Items
 - i. Provide five (5) 20 amp quad outlets for the following:
 - a) Two (2) quad outlets for the LAN/WAN equipment
 - b) Two (2) quad outlets for the Telephone equipment

Exhibit C

- c) One (1) quad outlet for the security system. In addition, the contractor shall provide two (2) 3'-0" power strip/plug mold on each side of the security system outlet.
- ii. Provide six (6) painted, fire-retardant plywood sheets, 4'-0" x 8'-0" x 3/4" – two (2) for the security equipment, two (2) for the telephone system, and two (2) for the LAN equipment. (See EXHIBIT #14 the layout for the typical LAN room.)
- iii. Install two (2) #6 dedicated ground for the telephone equipment.
- iv. A mechanical engineer shall design an air-conditioning system that maintains the temperature in the LAN room between 70-74 degrees Fahrenheit 24/7.

DIVISION CONFERENCE ROOM

- 1) Purpose
Used for staff meetings, briefings, Critical Incident Management Response Team (CIMRT), press conference, and joint seminars with other law enforcement agencies.
- 2) Special Items
 - i. Provide blackout drapery if the conference room is located along the window wall.
 - ii. Provide at least one (1) general-purpose outlet on every wall and one (1) voice/data outlet on each wall. Quantity and location to be determined by TENANT designer.
 - iii. Provide support for white board.
 - iv. Provide a separate/supplemental HVAC unit for this room with thermostat.

CONFERENCE ROOM (FIELD OFFICES)

- 1) Purpose
Used for meetings, briefings, and/or interviews with the staff or the public.
- 2) Special Items
 - i. Provide blackout drapery if the conference room is located along the window wall.
 - ii. Provide at least one (1) general-purpose outlet on every wall and one (1) voice/data outlet on each wall. Quantity and location to be determined by TENANT designer.
 - iii. Provide support for white board.

SUPPLY ROOM

- 1) Purpose
Required for general office supplies.
- 2) Special Items
Provide a dedicated outlet for each photocopier.

MAIL AND COPY ROOM (DIVISION OFFICE ONLY)

- 1) Purpose
Required for photocopiers, facsimile machines, shredders, and the storage of paper, toner cartridges, recycling bins, and general office supplies.
- 2) Special Items
Provide a dedicated outlet for each photocopier and each shredder.

POLYGRAPH EXAMINATION ROOM

- 1) Purpose
The Polygraph Examination Room is required only at the Field Division offices when a Polygraph Examiner is on staff.
- 2) Special Items
Install an "IN USE" outside of the Polygraph Room Door to indicate that a polygraph test is in progress with a separate light switch. Locate the center of the "IN USE" light fixture 66" above the

Exhibit C

finished floor adjacent to the door. Also, place a sign for the "In Use" light switch below the cover plate inside the Polygraph Examination room. The sign should read: "Turn on when room is in use."

POLYGRAPH OFFICE

- 1) Special Items
 - i. Provide a 24" high x 30" wide one-way mirror window between the polygraph examiner's office and polygraph examination room. The bottom of the window must be 48" above the finished floor. In addition, provide one (1) 1" wide mini blind on the "office side" of the window.
 - ii. Provide two (2) down-light fixtures on a dimmer switch. Place the down-light fixtures on the opposite side of the room from the one-way mirror.

BREAKROOM

- 1) Special Items

General contractor is to provide the sink and cabinetry (See EXHIBIT #9). Also provide space for a standard refrigerator and coordinate with the field office.

TRAINING ROOM (DIVISION OFFICE ONLY, UNLESS SPECIFIED OTHERWISE)

- 1) Purpose
- 2) Special Items
 - i. Provide a separate/supplemental HVAC unit for this room with thermostat.
 - ii. Provide a 3" raised access floor as required by TENANT designer.
 - iii. Provide carpet tile.
 - iv. Provide and install manual room darkening shades.
 - v. Standard acoustical ceiling with standard lighting and downlights around perimeter of room. Lights must be on dimmer switches.
 - vi. Provide and install vinyl wallcovering.
 - vii. Provide and install chair rail in specified locations.
 - viii. Provide plywood blocking for TV mounts. Locations and quantities to be determined by TENANT designer.
 - ix. Provide and install movable partition.
 - x. Provide minimum of 500 SF storage room for tables and chairs when space allows. TENANT designer to provide drawing.
 - xi. Provide an AV closet or closet area for AV equipment.
 - xii. Provide electrical and voice/data outlets in raised floor and other locations. Quantity and location to be determined by TENANT designer.

SECURE FILE ROOM

- 1) Purpose

Used to store investigative material and other sensitive files.
- 2) Special Items

None.

INTERVIEW ROOM

- 1) Purpose

Interview rooms are small conference rooms used to interview defendants. Note, not all Field or Satellite offices require separate Conference and Interview Rooms. Architect is to confirm program of requirements if the Conference Room is also used as an Interview Room.
- 2) Special Items
 - i. Install Handcuff Bar or D-Ring (See EXHIBIT #10)

- ii. Install an "IN USE" outside of the Interview Room Door to indicate that an interview is in progress with a separate light switch. Locate the center of the "IN USE" light fixture 66" above the finished floor adjacent to the door. Also, place a sign for the "In Use" light switch below the cover plate inside the Interview Room. The sign should read: "Turn on when room is in use."

DEFENDANT PROCESSING ROOM

- 1) Purpose

This room is used to photograph, fingerprint, and process defendants. For offices with five (5) or less special agent personnel assigned, a combination Interview/Defendant Processing Room shall be provided.
- 2) Special Item
 - i. Base cabinet and Sink

Provide base cabinet with 20 gauge stainless steel, 8" deep sink with garbage disposal, and running hot and cold water. Base cabinet/sink height and faucet shall conform to the Uniform Federal Accessibility Standards (UFAS). See EXHIBIT #9.
 - ii. Handcuff Bar or D-Ring
 - a) Handcuff Bar

Provide a handcuff bar described on EXHIBIT #10. Handcuff bar must be welded to stainless steel flanges and anchored to the wall to withstand a force of 900 pounds. Flanges and cover plates must be 18 gauge, type 304 stainless steel tubing with a satin finish. All handcuff bars must have a 1-1/2" wall clearance. Position the handcuff bar horizontally 36" above the finished floor.
 - b) D-Ring

Provide two (2) wall mounted D-Rings mounted on two (2) stainless steel kick plates. The rings should be mounted 5" AFF and 25" AFF. The D-Rings are screwed to wood blockings behind the drywall partition. Grind all bolts down or use tamper proof screws to prevent anyone from removing the D-rings from the wall (See EXHIBIT # 10).

SECURED / EVIDENCE STORAGE (FIELD AND SATELLITE OFFICES)

- 1) Purpose

Each field office or group requires a secured storage room to safely store ammunition, weapons, investigative equipment, and evidence.
- 2) Special Items
 - i. Long Gun Rack. See EXHIBIT #11 space plan for the number of long gun racks.
 - ii. 4'x8' pegboard for a hand gun rack. See EXHIBIT #12 space plan for the number of pegboard and location.
 - iii. Use partition Type 3E.
 - iv. Vents and Ducts and all other openings inside the security storage area with a total dimension of more than 90 square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a 1/4" steel angle iron frame. The steel frame and its supports must be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld the steel angle iron frame to the expanded metal within the secured partition.
 - v. Separate Investigative Area -- Divide the storage room with a slab to slab expanded metal partition into two (2) areas (See EXHIBITS #13A, 13B, and 13C). Provide a sliding gate with the Adams Rite lock-set listed in EXHIBIT #13C. The cylinder must fit SCHLAGE PRIMUS Full Size Interchange Core (part# 20-062) FSIC Adams Rite Cam listed in

EXHIBIT 22A.

IRS PLOTTER

- 1) Purpose
This room houses the Treasury Enforcement Communications System (TECS), national, state and/or local law enforcement communication systems. This room is also used to store sensitive messages and documents.
- 2) Special Items
Provide a dedicated outlet for the plotter.

COMMUNICATION ROOM (DIVISION OFFICE ONLY)

- 1) Purpose
This room houses the Treasury Enforcement Communications System (TECS), national, state and/or local law enforcement communication systems. This room is also used to store sensitive messages and documents.
- 2) Special Items
 - i. Provide a self-contained HVAC unit in this room that maintains the temperature in the Communications room between 70-74 degrees Fahrenheit 24/7.
 - ii. Secret Internet Protocol Router Network (SIPRNET) Rooms
SIPRNET room doors will be solid wood with a minimum thickness of 1 ¾ inches or a hollow steel door with the steel a minimum thickness of 9-gauge and locked with a card reader and electric strike for non-secure hours. A long-throw, single-key deadbolt lock will be installed for use during secured hours. Frames and hinges must be of sufficient strength to support the weight of the door. The walls shall extend from true floor to true ceiling. If this cannot be achieved, then the addition of 9-gauge mesh must extend from the ceiling to the slab above.

LOCKER ROOM (OFFICE AREAS)

- 1) Purpose
- 2) Special Items
 - i. Provide an exhaust fan.
 - ii. Provide carpet tile.
 - iii. Provide standard acoustical ceiling.
 - iv. Provide fixed benches: mounted 16" high. Quantity, size, location and color to be determined during design planning.

NOTE: The Purposes of the following rooms are self-explanatory. There are no special requirements in each of the offices. However, the design intent drawings will convey the finishes and wall types and door hardware for the space.

DIVISION DIRECTOR OFFICE**CHIEF COUNSEL'S OFFICE****ASSISTANT SPECIAL AGENT IN CHARGE (SAC)**

RESIDENT AGENT IN CHARGE (RAC)**DIRECTOR OF INDUSTRY OPERATIONS (DIO)****DIVISION COUNSEL'S OFFICE****STAFF ATTORNEY****SUPERVISOR'S OFFICE****FIREARM INSTRUCTOR COORDINATOR STORAGE ROOM****INDUSTRY OPERATIONS (IO) SECURE STORAGE ROOM****COMPUTER SPECIALIST STORAGE ROOM****2. OFF-SITE FACILITIES / WAREHOUSES****SECURE VESTIBULE**

- 1) Purpose
Secure Reception Rooms are provided for Off-Site facilities. Main entrance reception areas will be designed to affect positive control and identification of visitors.
- 2) Special Items
Usually there is no requirement for a bullet resistant transaction window for the Off-Site facilities, however ATF Protective Programs will make that determination.

SECURED / EVIDENCE STORAGE

- 1) Purpose
Each Off-Site facility requires an evidence vault.
- 2) Special Items
Vents and Ducts and all other openings inside the security storage area with a total dimension of more than 90 square inches will be protected by the installation of hardened steel round bars, 3/8" in diameter, meeting a 600 Brinell hardness rating, spaced on 6" centers. The steel bars shall be welded to a 1/4" steel angle iron frame. The steel frame and its supports shall be supported to the building structure by welding or the use of tamper free anchoring devices. Where feasible, the hardened steel bars and steel angle iron frame shall be anchored to the masonry wall by drilling holes into the wall and using tamper proof anchors epoxy glued into the wall or weld the steel angle iron frame to the expanded metal within the secured partition.

EQUIPMENT / LAN ROOM

- 1) Purpose
This room shall house the security, telephone, Wide Area Network (WAN) and Local Area Network (LAN) equipment.
- 2) Special Items
 - i. Provide 20 amp quad outlets for the following:
 - a) Two (2) quad outlets for LAN/WAN equipment
 - b) Two (2) quad outlets for the Telephone equipment

Exhibit C

- c) One (1) quad outlet for security system. In addition, the contractor shall provide two (2) 3'-0" power strip/plug mold on each side of the security system outlet, conduit, string and ring where required.
- ii. Provide six (6) painted, fire-retardant plywood sheets, 4'-0" x 8'-0" x 3/4" – two (2) for the security equipment, and two (2) for the telephone system, and two (2) for the LAN equipment. (See EXHIBIT #14 the layout for the typical LAN room.)
- iii. Provide two (2) #6 dedicated ground for the telephone equipment.
- iv. A mechanical engineer shall design an air-conditioning system that maintains the temperature in the LAN room between 70-74 degrees Fahrenheit 24/7. Usually a 1 1/2 ton split unit is used.

SECURE FILE ROOM (MAY BE REQUIRED)

- 1) Purpose
Used to store investigative material and other sensitive files. The SRT, and/ or ETB may require a secure file room.
- 2) Special Items
None.

GENERALY SUPPLY ROOM

- 1) Purpose
Required for general office supplies.
- 2) Special Items
Provide a dedicated outlet for each photocopier, Fax and Shredding machine.

CONFERENCE ROOM

- 1) Purpose
Used for staff meetings, briefings, Training for SRT, EEO.
- 2) Special Items
Provide two (2) general-purpose outlets on each wall and one (1) voice/data outlet on each wall.

TOO WORKSHOP

- 1) Purpose
The TOO workshop is to store, repair and/or modify selected ATF equipment.
- 2) Special Items
Each TOO, TEO Technician shall have one (1) separate workbench. Each workbench shall have three (3) dedicated 110 Volt, 20 amp, and quad-outlets. Locate two (2) outlets at 68" AFF and one (1) at 38" AFF. In reference to quads at 68" AFF, center one of the quads between the workbenches and locate the other 68" quad to the right or left of the workbench. See EXHIBIT #15.

SUPERVISOR'S OFFICE

- 1) Purpose
Supervisor's office.
- 2) Special Items
None.

FIREARM TRAINING ROOM (F.A.T.'S ROOM)

- 1) Purpose
This room is used for firearms training using computer simulation.

- 2) Special Items
Provide blackout curtains on exterior windows.

FIC STORAGE ROOM

- 1) Purpose
Storing props, ammunition, arms.
- 2) Special Items
None.

CANINE HANDLERS

- 1) Purpose
Trains and manages ATF canines.
- 2) Special Items
None.

SHIPPING / RECEIVING ROOM

- 1) Purpose
Receiving and mailing materials.
- 2) Special Items
None.

COMPUTER SPECIALIST STORAGE ROOM

- 1) Purpose
This room is used for storing computer parts and components.
- 2) Special Items
Require general-purpose outlets on each wall. Maximum of 4 outlets per circuit.

SRT SECURE STORAGE ROOM

- 1) Purpose
This room is used for storing SRT equipment.
- 2) Special Items
Require general-purpose outlets on each wall.

ETB TRAINING/PROP/CONSTRUCTION/SHIPPING/ROOM

- 1) Purpose
Provide a room to be used to assemble mock- ups, explosive devices, assembly and disassembly of items, training area, etc.
- 2) Special Items
Require general-purpose outlets on each wall.

ETB EXAMINATION ROOM

- 1) Purpose
Provide a room to be used to work on explosive devices. Where more than two (2) ETB persons are assigned additional rooms will be provided.
- 2) Special Items
 - i. Provide two (2) general-purpose outlets on each wall.
 - ii. Provide two (2) work benches.

RADIO WORKSHOP

- 1) Purpose
Provide a room to be used to work on radio equipment along with a storage area.
- 2) Special Items
Provide blackout curtains on exterior windows if room is located on an exterior wall.

LOCKER/SHOWER ROOM

- 1) Purpose
- 2) Special Items
 - i. Provide an exhaust fan.
 - ii. Provide ceramic tile for wall and floor finishes.
 - iii. Provide moisture-resistant gypsum board ceiling.
 - iv. Provide fixed benches: mounted 16" high. Quantity, size, location and color to be determined during design planning.
 - v. Provide floor drains with trap primers in area outside of shower rooms.
 - vi. Compliance with ADA requirements.

END OF ABOVE STANDARD REQUIREMENTS AND ROOM DESCRIPTIONS

D. ADJACENCY, FINISH, AND WALL TYPE TABLES

1. ADJACENCY TABLE - DIVISION OFFICES / FIELD OFFICES / SATELLITE OFFICES

FIELD DIVISION OFFICE POSITIONS

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
Special Agent in Charge (SAC)	350	ASAC's office	3G	Carpet 1	WC1	Office
Asst. Special Agent in Charge (ASAC)	150	SAC's office	3G	Carpet 1	Paint	Office
Director of Industry (DIO)	150	SAC's office	3G	Carpet 1	Paint	Office
Division Operations Officer (DOO)	150		3G	Carpet	Paint	Office
Public Information Officer (PIO)	150		3G	Carpet	Paint	Office
Other Directorate Positions	36		--	Carpet	Paint	Office
Senior Operations Officer (SOO)	150		3G	Carpet	Paint	Office
Polygraph Examiner	150	Polygraph Examiner Room	3F	Carpet	Paint	Office
F.I.C. (If not off Site)	150		3G	Carpet	Paint	Office
Management Analyst	150		3F	Carpet	Paint	Office
Clerk Typist	36		--	Carpet	Paint	--
Program Support Assistant (PSA)	36		--	Carpet	Paint	--
Investigative Assistant (IA)	36		--	Carpet	Paint	--
OFFICE OF CHIEF COUNSEL						
Assistant Chief Counsel	150		3G	Carpet 1	WC1	Office
Division Counsel	150		3G	Carpet 1	Paint	Office
Staff Attorney	150		3G	Carpet	Paint	Office
Legal Technician	36		--	Carpet	Paint	--
Extra Workstation	36		--	Carpet	Paint	--
OFFICE OF SCIENCE AND TECHNOLOGY						
Audit Manager	150		3G	Carpet	Paint	Office
Forensic Auditor	36		--	Carpet	Paint	--
OFFICE OF ENFORCEMENT PROGRAMS AND SERVICES						
NIBIN Coordinator	150		3G	Carpet	Paint	Office
IPB Caribbean Program Manager	150		3G	Carpet	Paint	Office
EQUAL EMPLOYMENT OFFICE						
EO Manager	150		3G	Carpet	Paint	Office
EO Specialist Manager	36		--	Carpet	Paint	--

Exhibit C

OTHER						
Task Force Officer	36		--	Carpet	Paint	--

FIELD DIVISION SUPPORT SPACE

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
Secure Foyer from public hallway	100	Floor Lobby	3A	--	Paint	Office
Secure Foyer within foyer			3B	LVT	Paint	Storeroom
LAN/Equipment Room	80		3C	VCT	Paint	Storeroom
Division Conference Room	300	Division Office	3G	Carpet	WC2	Passage
Group Conference Rm (1 per 2 groups)	250	RAC's office	3G	Carpet	Paint	Passage
Increase ratio for Conf. Rooms			3G	Carpet	Paint	Passage
Division Supply Room	150	Assistant's workstation	3C	VCT	Paint	Office
Mail/Copy General Storage	150	Assistant's workstation	3F	VCT	Paint	Office
Polygraph Exam Room	100	Polygraph Examiner	3G	Carpet	Paint	Storeroom
Break Room - Division	200		3H	VCT	Paint	Passage
Break Room - Groups	200		3H	VCT	Paint	Passage
Training Room (Average & Storage) Seat 80% of total FD Personnel	2500		3G	Carpet	Paint	Storeroom
Locker			3G	Ceramic tile	Paint	Office
OFFICE OF CHIEF COUNSEL						
Asst. Chief Counsel Library	150		3F	Carpet	Paint	Office
Asst. Chief Counsel File / Supply	100		3C	Carpet	Paint	Office
Division Counsel File / Library	150		3F	Carpet	Paint	Office
OFFICE OF SCIENCE AND TECHNOLOGY						
Audit Secure File/CIS Workroom	150		3F	Carpet	Paint	Storeroom
Division Supply	150		3C	VCT	Paint	Office
EQUAL OPPORTUNITY OFFICE						
EO Reception / Support Space	150		3F	Carpet	Paint	Office

FIELD AREA / OFFICE POSITIONS

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
RAC & Area Supervisor w/ Division	150		3G	Carpet	Paint	Office
RAC & Area Supervisor out of Division	150		3G	Carpet	Paint	Office
Agent / Inspector	36		--	Carpet	Paint	--
Other Employees	36	RAC / Area Supervisor	--	Carpet	Paint	--
TOO/TSS	36		--	Carpet	Paint	--
OFFICE OF ENFORCEMENT PROGRAMS AND SERVICES						
Explosives Enforcement Officer (EEO)	36		--	Carpet	Paint	--
Special Agent Canine Handler (SACH) - workstation	100		--	Carpet	Paint	--
NRT Team Leader	150		3G	Carpet	Paint	Office
Full Time NRT Member	36		--	Carpet	Paint	--
Explosives Industry Analyst	36		--	Carpet	Paint	--
OFFICE OF SCIENCE AND TECHNOLOGY						
Radio Technician	36		--	Carpet	Paint	--

FIELD / AREA OFFICE SUPPORT SPACE

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
OFFICE OF FIELD OPERATIONS						
Secure Foyer Satellite Office	80	From public lobby to secure foyer	3A	--	--	Office
Wall type 3B around the 3 walls within the foyer			3B	LVT	Paint	--
Secure Foyer Field Office	100	From public lobby to secure foyer	3A	--	--	Storeroom
Wall type 3B around the 3 walls within the foyer			3B	LVT	Paint	--
Tel / LAN Room	80	Next to Communication Rm	3C	VCT	Paint	Storeroom
General Supply Satellite Office	80	Admin. Area	3C	VCT	Paint	Office

Exhibit C

General Supply Field Office	100	Admin. Area	3C	VCT	Paint	Office
Conference Room	300	Admin. Area	3G	Carpet	Paint	Passage
Conference Room Ratio 1 per 2 Groups	250	Admin. Area	3G	Carpet	Paint	Passage
Secure File Room Satellite	80	Admin. Area	3F	VCT	Paint	Storeroom
Secure File Room Field Office	150	Admin. Area	3F	VCT	Paint	Storeroom
Interview / Processing Room Satellite	100	Public hallway - elevator	3G	VCT	Paint	Institutional
Interview Room Field Office	100	Public hallway - elevator	3G	VCT	Paint	Institutional
Processing Room	100	Public hallway - elevator	3G	VCT	Paint	Institutional
Secure Storage Satellite	100		3A	VCT	Paint	Storeroom
Secure Equipment Storage Average 15 sf per person with lockers	15	Agents	3C	VCT	Paint	Storeroom
Secure Evidence Satellite	200	Second Entrance	3E	VCT	Paint	Storeroom
Secure Evidence Field Office	450	Second Entrance	3E	VCT	Paint	Storeroom
IRS Plotter	100		3F	Carpet	Paint	Office
Communications Room	250	Next to LAN room	3C	Carpet	Paint	Storeroom
TOO / TSS Workroom	150		3E	VCT	Paint	Storeroom
OFFICE OF FIELD OPERATIONS						
NRT Leader Storage	150		3H	Carpet	Paint	Office
Full time NRT member Storage	100		3F	Carpet	Paint	Office
See Exhibit #15 for Door Lock (Security Hardware)						

2. ADJACENCY TABLE - OFF-SITE FACILITIES / WAREHOUSES

Description	Square Feet	Adjacency	Wall Type	Floor Finish	Wall Finish	Door Lock
From Public Space to Secure Reception Room	100	Floor Lobby	3A	--	Paint	Office
From Secure Reception Room to ATF Space		--	3A	LVT	Paint	Storeroom
Secure Evidence Storage	200	Evidence storage rooms if Groups are co-located.	3E	VCT	Paint	Storeroom
Equipment / LAN Room	100	Communication Room	3C	VCT	Paint	Storeroom
Secure File Room	150	Administrative Area	3F	VCT	Paint	Storeroom
Mail and Copy Room	150	Administrative Area	3F	VCT	Semi-gloss	Passage
General Supply Room	100	Administrative Area	3C	VCT	Paint	Passage
FATS/Conference/Training Room	500	All interior space - no windows	3G	Carpet	Paint	Storeroom
TOO/Fab Workshop	500	TOO Workstation	3E	VCT	Paint	Storeroom
RADIO Workshop/Storage	500	--	3E	VCT	Paint	Storeroom
Supervisor's Office	150	Agent's or Inspector's Area	3H	Carpet	Paint	Office
Firearm Instructor Coordinator Storage Room	200	Firearm Instructor Coordinator's Office	3E	VCT	Paint	Storeroom
IO Secure Storage Room	150	Industry Operations office	3F	VCT	Paint	Storeroom
FTB Examine Room	150	All interior space - no windows	3E	VCT	Paint	Storeroom
FTB Training/Prop Room	150	All interior space - no windows	3E	VCT	Paint	Storeroom
Secure Exam Room (Computer Forensic) w/ Storage	450	Next to FIC office or FATs Room.	3E	VCT	Paint	Storeroom
Garage Bay	3000	--	3E	Sealed Concrete	Paint	--

END OF ADJACENCY, FINISH, AND WALL TYPE TABLES

E. EXHIBITS

- 1) Police Check Inquiry Form
- 2) 9 Gauge Wire Mesh
- 3) Partition Types
 - a) Slab to slab, 45 STC, with expanded security mesh
 - b) Slab to slab with Bullet Resistant Armor
 - c) Slab to slab with Type "x" GWB
 - d) Slab to slab with typical GWB
 - e) Slab to slab with expanded security mesh
 - f) Slab to ceiling, no STC rating
 - g) Slab to slab with sound insulation STC 45 rating
 - h) Slab to ceiling with sound insulations above ceiling
- 4) Security System and Lock Symbols
- 5) Electronic Portal Controls (Electric Strikes, Magnetic Locks, and other electronic controls)
- 6) Security Armor
- 7) Bullet Resistant Door
- 8) Bullet Resistant Window
- 9) Sink Detail
 - a) Sink Cabinet Elevation
 - b) Sink Cabinet Section
- 10) Handcuff Bar and D-Rings
- 11) Long Gun Rack
- 12) Pegboard Detail
- 13) Secured Storage Partition Details
 - a) Secured Storage Gate – Elevation
 - b) Secured Storage Gate – Section
 - c) Secured Storage Gate – Sliding Door Hardware
- 14) Typical Telephone / LAN Room
- 15) Workbench – TOO and ETB
- 16) Lighting Specification
- 17) Eye/Face Wash
- 18) (A-B) Fume Hood
- 19) Parking
- 20) ATF Standard Finishes
 - a) Option 1
 - b) Option 2
- 21) Evidence Vault Layout
 - a) Conventional Layout
 - b) High Density Layout
- 22) Door Security Hardware
 - a) Lock Plan Info
 - b) Lock Plan Cut Sheets

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Police Check Inquiry

Instructions: ATF Form 8620.42 must be completed by non-ATF personnel and ATF sponsors (*COTRs or Points of Contact*) when requesting non-ATF personnel be granted escorted access to ATF facilities, non-sensitive information, and/or construction sites. Items 1-15 of this form must be completed by all non-ATF personnel requiring escorted access to ATF facilities, ATF non-sensitive information, and/or an ATF construction site for the purpose of performing low risk, non-sensitive duties for a period of 5 days or longer. Items 13 & 14 may be omitted if access is requested for 4 days or less. Once completed, non-ATF personnel must sign and date the form and forward it to the ATF sponsor. ATF sponsors will complete items 16-25 and forward this form to the Physical Security Programs Branch or appropriate Field Division personnel for processing.

1. Non-ATF Personnel's Assignment Status (*check one*): Contractor ☐ Vendor ☐ Other ☐

To be Completed by Non-ATF Personnel

2. Last Name		3. First Name		4. Middle Name	5. Suffix	6. Social Security Number	
7. Date of Birth	8. Place of Birth (<i>State/Country</i>)			9. Citizenship		10. Sex	
11. Other Names Used (<i>Maiden, Nickname, etc.</i>)		12. If foreign born, provide the type and number for one of the following: alien registration, naturalization certificate, U.S. passport, or employment authorization card. Type _____ Number _____					

13. Home Address (*provide residential history for past 5 years-use additional sheet(s) if necessary*)

From:	To:	Address	City	State
From:	To:	Address	City	State
From:	To:	Address	City	State
From:	To:	Address	City	State

14. Employment History (*provide employment information for past 5 years-use additional sheets(s) if necessary*)

From:	To:	Employer Name	Address	City	State
From:	To:	Employer Name	Address	City	State
From:	To:	Employer Name	Address	City	State
From:	To:	Employer Name	Address	City	State

15a. Ethnicity Origin

Hispanic or Latino Yes ☐ No ☐

A person of Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race.

15b. Race (*mark one or more of the following categories*)

American Indian or Alaska Native	<input type="checkbox"/>	A person having origin in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.
Asian	<input type="checkbox"/>	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
Black or African American	<input type="checkbox"/>	A person having origins in any of the black, Haitian, or Negro racial groups of Africa.
Native Hawaiian or Other Pacific Island	<input type="checkbox"/>	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
White	<input type="checkbox"/>	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

I, _____, give my consent and permission for the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to conduct a police check inquiry for the purpose of granting me escorted access to ATF facilities and/or access to ATF non-sensitive information, or access to an ATF construction site. I understand that a felony conviction will automatically disqualify me. I understand that additional forms may be required by ATF for a more in-depth background investigation. I attest that the information provided is true.

Signature	Date
-----------	------

ATF E-Form 8620. 42
Revised March 2018

EXHIBIT #01: POLICE CHECK INQUIRY FORM

ATF SPACE REQUIREMENTS

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE

Lessor: _____ Government: _____

October 8, 2020

Exhibit C

To be Completed by ATF Sponsor (COTR/ POC)		
16. Subject's Assigned ATF Office	17. Subject's Job Title	18. Assignment Duration Dates Beginning _____ Ending _____
19. Subject's Duties will Require the Following Escorted Access Facilities <input type="checkbox"/> ATF Non-Sensitive Information <input type="checkbox"/> Construction Site <input type="checkbox"/>		
20. ATF Sponsor Name	21. ATF Sponsor Address	22. Phone Number
23. Sponsor Signature		24. Date
25. Description of Duties and Other Remarks		

To be Completed by the Physical Security Programs Branch/Field Division			
26. NCIC Conducted: ____/____/____ (Date)	27. TECS Conducted: ____/____/____ (Date)	28. NLETS Conducted: ____/____/____ (Date)	
QH N/R <input type="checkbox"/> R <input type="checkbox"/>	SQ N/R <input type="checkbox"/> R <input type="checkbox"/>	States (identify below):	
QW N/R <input type="checkbox"/> R <input type="checkbox"/>		_____ IQ N/R <input type="checkbox"/> R <input type="checkbox"/>	
QPO N/R <input type="checkbox"/> R <input type="checkbox"/>		_____ IQ N/R <input type="checkbox"/> R <input type="checkbox"/>	
		_____ DQ N/R <input type="checkbox"/> R <input type="checkbox"/>	
		_____ DQ N/R <input type="checkbox"/> R <input type="checkbox"/>	
Access Granted <input type="checkbox"/>	Signature of Authorized ATF Official	Title	Date
Access Denied <input type="checkbox"/>			

Instructions

ATF Form 8620.42 must be initiated by the COTR or ATF Point of Contact (POC) prior to granting escorted access to ATF facilities. Examples of positions that could be escorted are janitorial or short-term construction contractors who may be performing electrical or plumbing duties. The Physical Security Programs Branch or Field Division is responsible for conducting the required records and inquiry checks.

Items 1-15. Non-ATF personnel are responsible for completion of items 1 through 15. No item may be left unanswered.

Items 16-25. To be completed by ATF Sponsor (COTR or ATF POC).

Items 26-28. To be completed by the Physical Security Programs Branch or Field Division.

Paperwork Reduction Act Notice

This request is in accordance with the Paperwork Reduction Act of 1995. The information collected is used by ATF to screen prospective contractors for escorted access to ATF facilities, non-sensitive information, and /or construction sites. The appropriate ATF office (*Physical Security Programs Branch or Field Division*) will maintain a copy of this form with the results of the indices checks for the duration of the contract employment or for a minimum of 1 year, whichever is longer.

The estimated average burden associated with this collection of information is 5 minutes per respondent, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to the Report Management Officer, Bureau of Alcohol, Tobacco, Firearms and Explosives, Washington, DC 20226. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Privacy Act Statement

You are requested to furnish information regarding your race under the authority of 42 USC § 2000e - 16, which requires that Federal employment practices be free from discrimination and provide equal employment opportunities for all. Solicitation of this information is in accordance with Department of Commerce Directive 15, "Race and Ethnic Standards for Federal Statistics and Administrative Reporting."

You are further requested to furnish your social security number (SSN) under authority of E.O. 9397, published 11/22/1943. That Order requires agencies to use the SSN for the sake of economy and orderly administration in the maintenance of records. Furnishing your race and SSN is voluntary; however, your failure to provide the requested information may negatively impact ATF's ability to positively identify you in the Federal criminal justice records system.

Solicitation of this information is authorized as part of our investigative authorities devolving from E.O. 10450 and E.O. 12968. This information will be used by ATF to begin preliminary screening/investigation for security purposes.

ATF E-Form 8620. 42
Revised March 2018

EXHIBIT #01: POLICE CHECK INQUIRY FORM (CONT.)

ATF SPACE REQUIREMENTS

UNCLASSIFIED LAW ENFORCEMENT SENSITIVE

Lessor: _____ Government: _____

October 8, 2020

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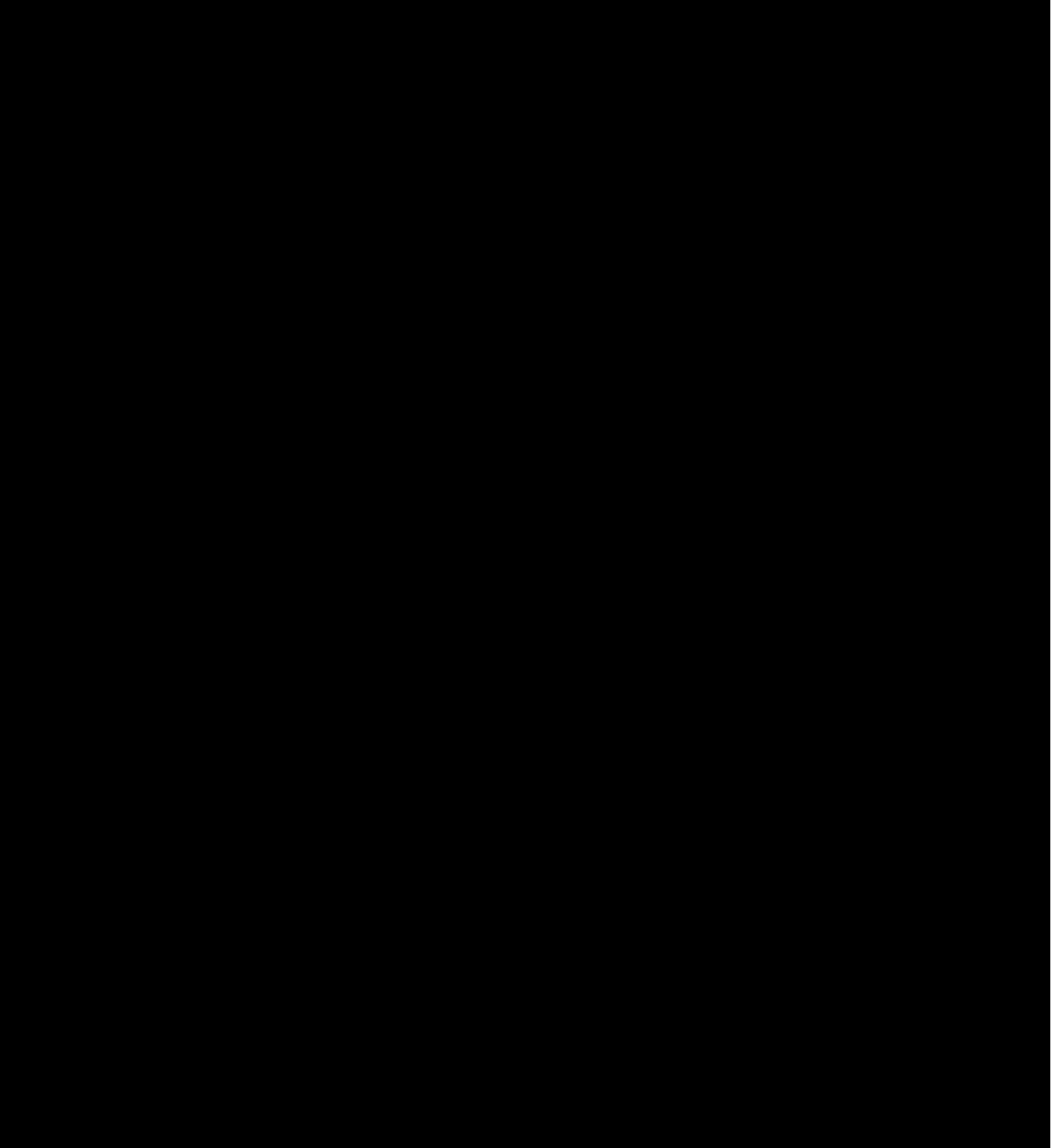


Exhibit C

(b) (4), (b) (7)(F)



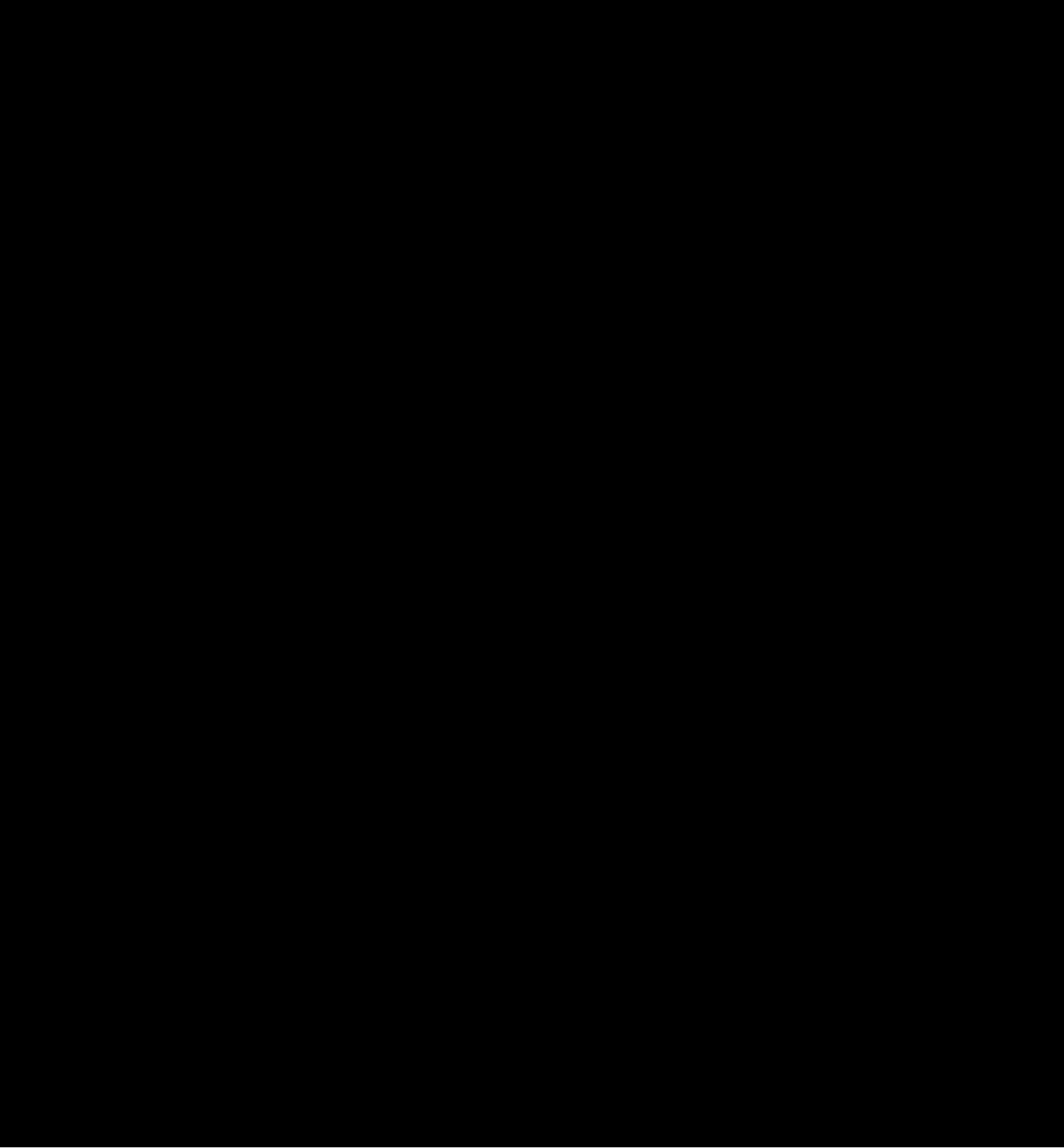
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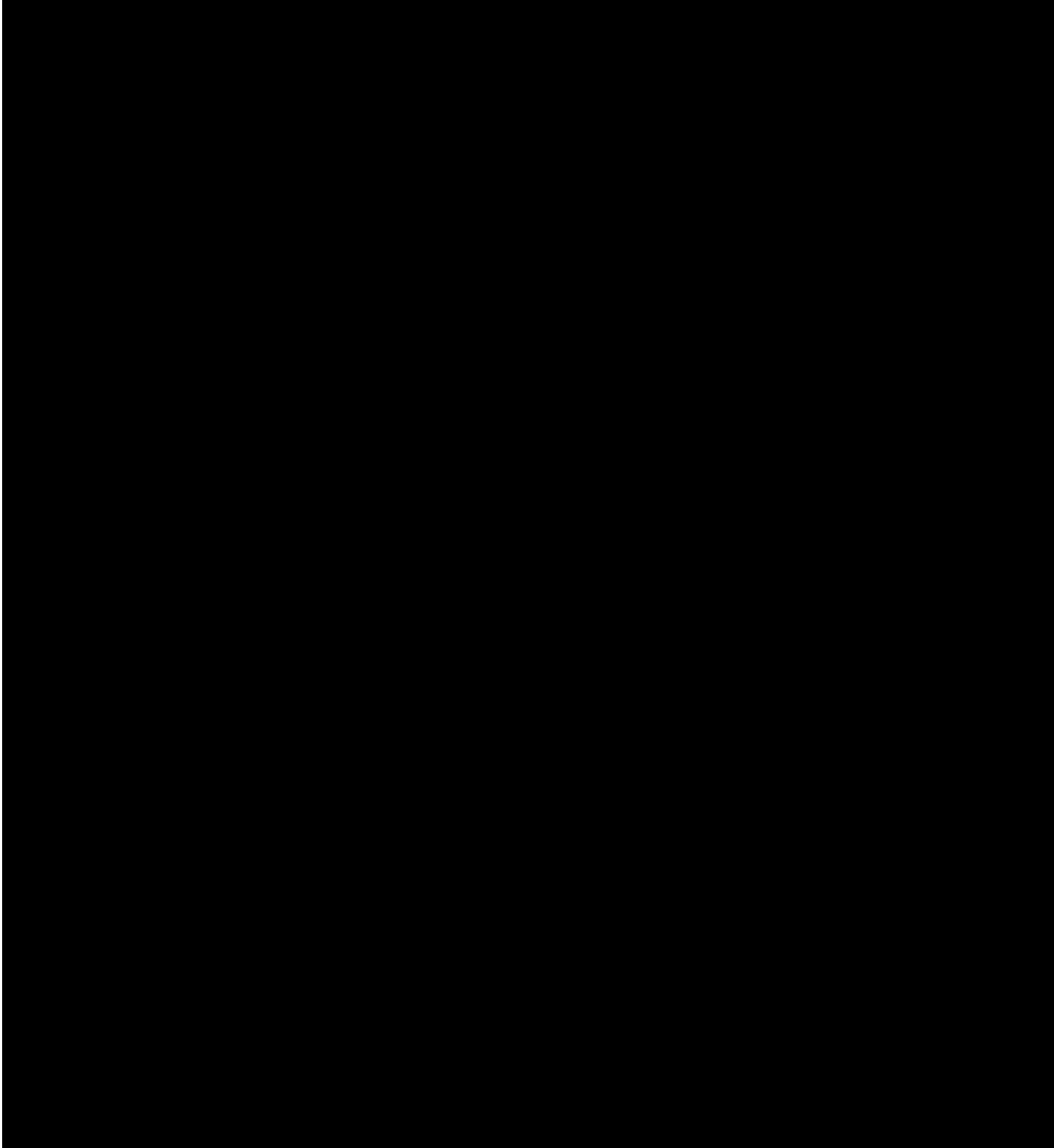
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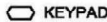



































(b) (4), (b) (7)(F)



(b) (4), (b) (7)(F)

(b) (4), (b) (7)(F)

SECURITY SYSTEM AND LOCK SYMBOLS

	KEYPAD		CCTV CAMERA PAN-TILT-ZOOM (STD/ DIGITAL) COLOR DOME/CEILING ROOF MOUNT (MINI-DOME) 8" DOME
	BALANCED MAGNETIC CONTACT		AUDIO VISUAL SURVEILLANCE CAMERA
	DIRECT LINE OF SIGHT		GLASS BREAK DETECTOR
	DUAL TECH DETECTOR IA/ MICROWAVE		AIPHONE AUDIO/ VIDEO CALL STATION (COLOR) - JP-SERIES OR AX-SERIES W/ 24V POWER SUPPLY
	360 DEGREE DUAL TECH DETECTOR IA/ MICROWAVE		AIPHONE AUDIO/ VIDEO MAIN ROOM SUB STATION W/ DOOR RELEASE - JP-SERIES OR AX-SERIES W/ DESK STAND - COLOR
	SECURITY SYSTEM CONTROL/ POWER W/ BOSCH OR DMP CONTROL PANEL		PROXIMITY CARD READER - HID
	ELECTRIC STRIKE W/ PWR SUPPLY (24V) ** SUPPLY AND INSTALLED BY GENERAL CONTRACTOR		DOUBLE CYLINDER DEADBOLT
	BOLLARDS/ PLANTERS		SINGLE CYLINDER DEADBOLT
	RED LIGHT - ABOVE INTERVIEW ROOM DOOR W/ SWITCH		AUTOMATIC DOOR CLOSER
	STROBE WITH SOUNDER - (RED/ BLUE/ AMBER) 110 DB		LATCH PROTECTOR PLATE
	WINSTEAD EQUIPMENT RACK W/ WORKSTATION		STOREROOM LOCK
	CCTV - LCD FLATSCREEN MONITOR (COLOR) (19"/ 21") - LAN ROOM		ENTRANCE LOCK
	CCTV - LCD FLATSCREEN MONITOR (COLOR) (32") - OFFICE SPACE		INSTITUTIONAL LOCK
	110 VOLT OUTLET BELOW CEILING TILE - CCTV MONITOR POWER (PROVIDE SINGLE GANG BOX BELOW CEILING TILE WITHIN 6" TO 8" OF THE 110 OUTLET FOR "CCTV CABLING") ***		OFFICE LOCK
	MAGNETIC LOCK (900 LBS) W/ POWER SUPPLY		PASSAGE LOCK
	DURESS BUTTON		PRIVACY LOCK
	DIGITAL VIDEO RECORDER (30/60/90 DAY) (1 TB MIN - W/VIDEO DOWNLOAD CAPABILITY)		CLASSROOM LOCK
	CCTV CAMERA W/HOUSING (STD/ DIGITAL) COLOR DOME/CEILING MOUNT (MINI-DOME) 3" TO 4" DOMES		VAULT CYLINDER, "SCHLAGE PRIMUS LARGE FORMAT" INTERCHANGEABLE CORE, 20-062 FSIC WITH ADAMS RITE CAM

* GENERAL CONTRACTOR INSTALLATION

** (ELECTRIC STRIKE) PROVIDE ½" CONDUIT ON PERIMETER DOORS AND SECURE EVIDENCE DOORS WHERE THERE IS AN ELECTRIC STRIKE AND CARD READER.

*** (110 VOLT) PROVIDE ½" CONDUIT FOR BOTH TO JUST ABOVE CEILING GRID

07/15/2020

EXHIBIT #04: SECURITY SYSTEM AND LOCK SYMBOLS

(b) (4), (b) (7)(F)

(b) (4), (b) (7)(F)

Exhibit C

(b) (4), (b) (7)(F)

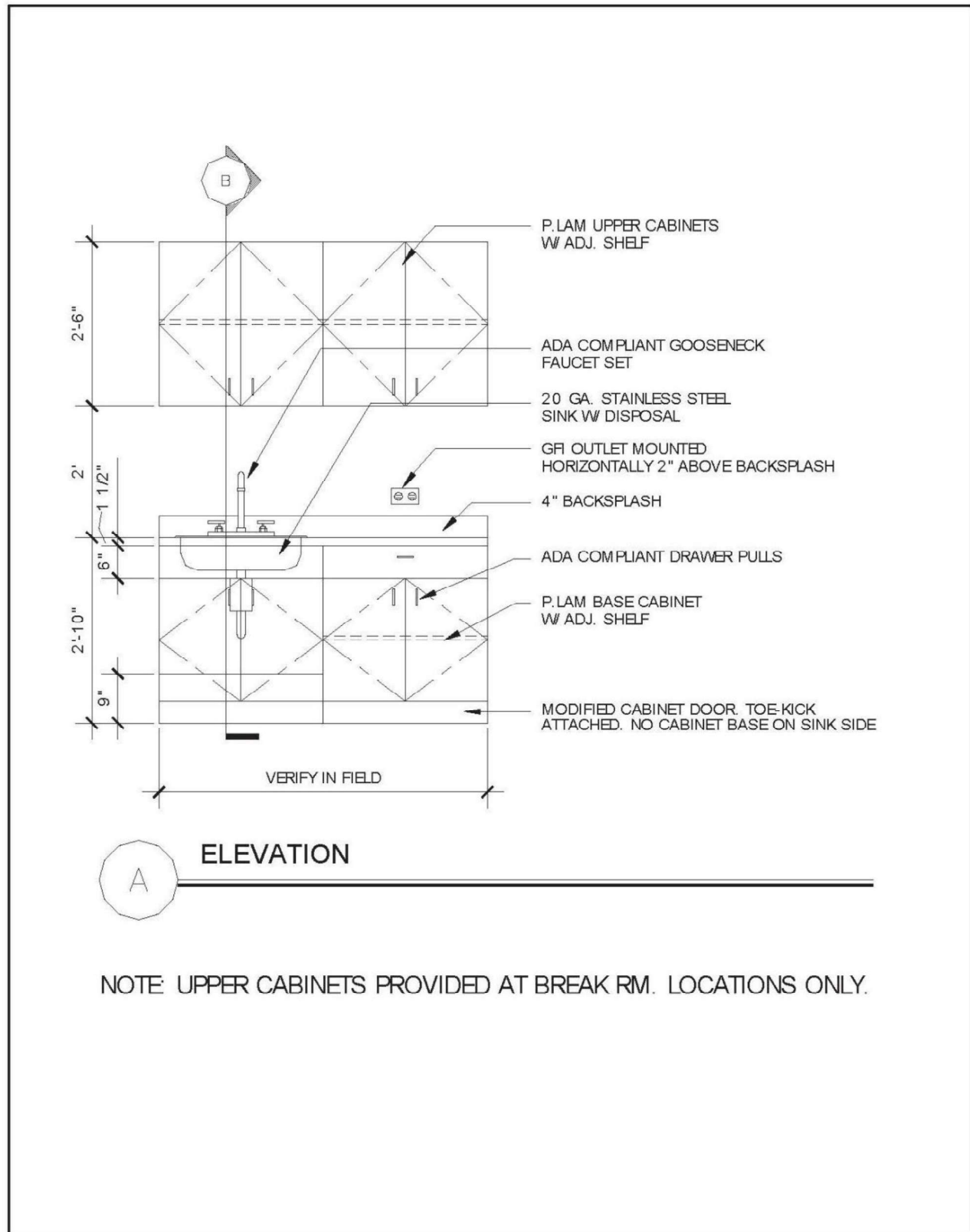
ATF SPACE REQUIREMENTS

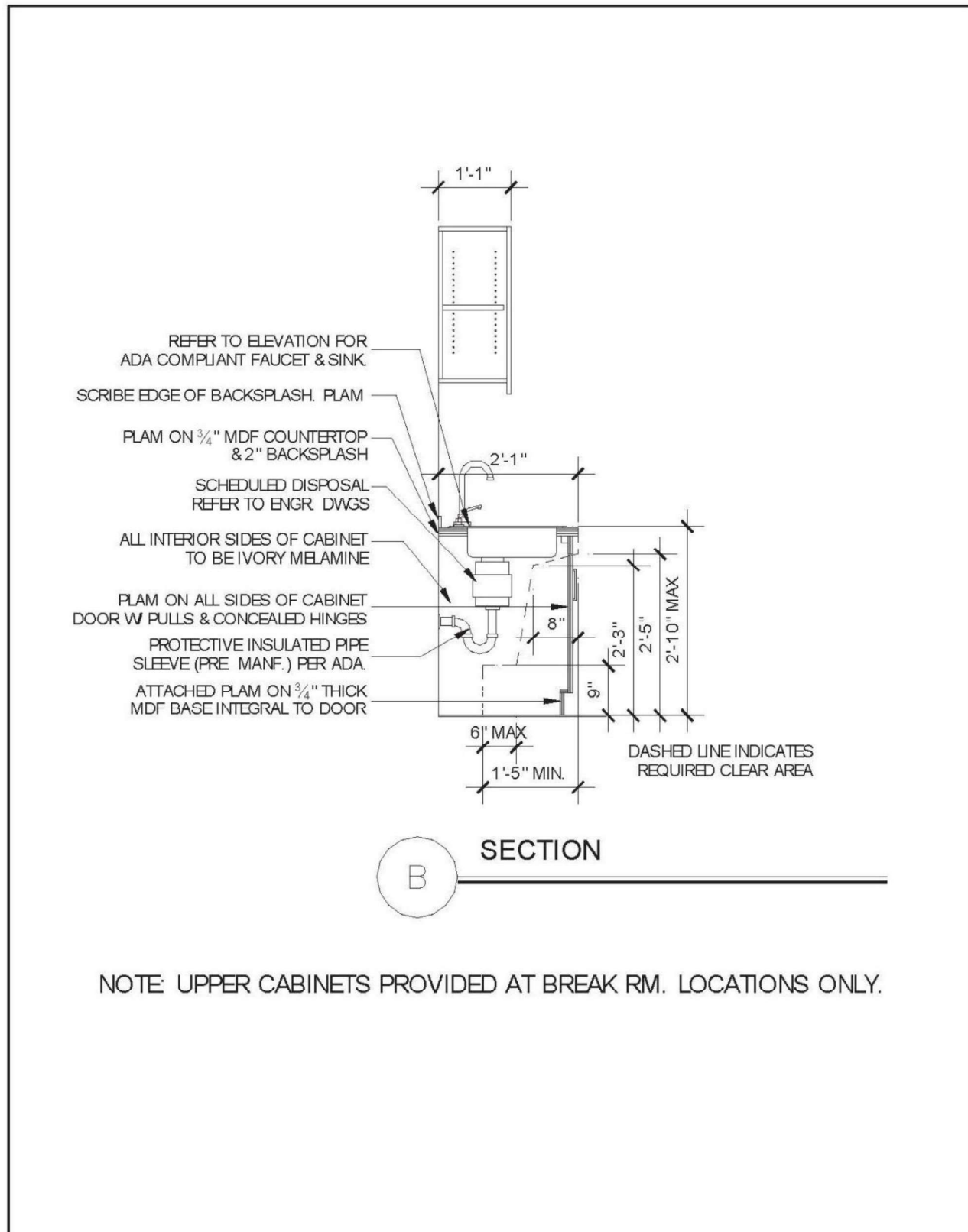
UNCLASSIFIED/LAW ENFORCEMENT SENSITIVE
Lessor: SC Government: MP

October 8, 2020

(b) (4), (b) (7)(F)

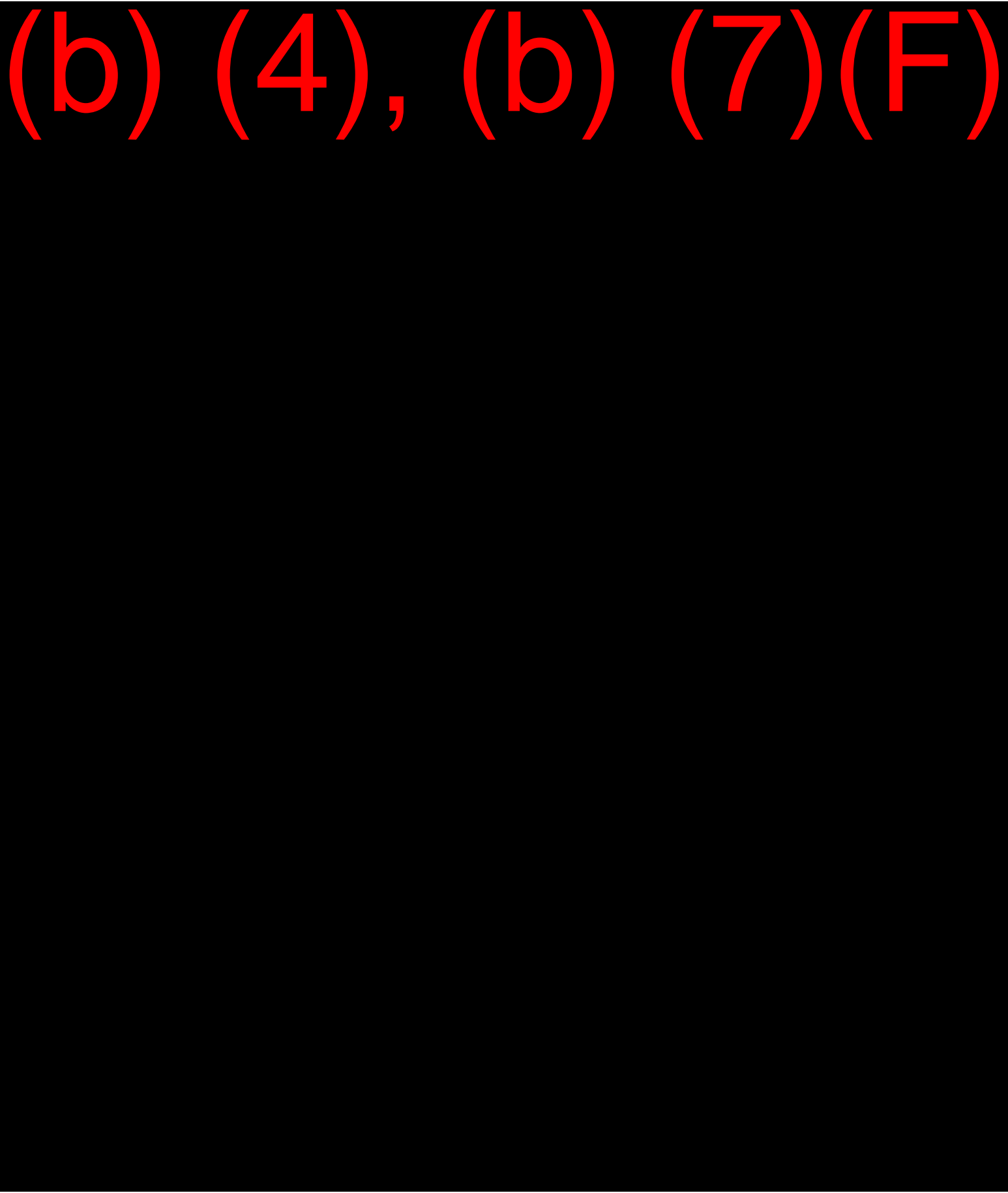


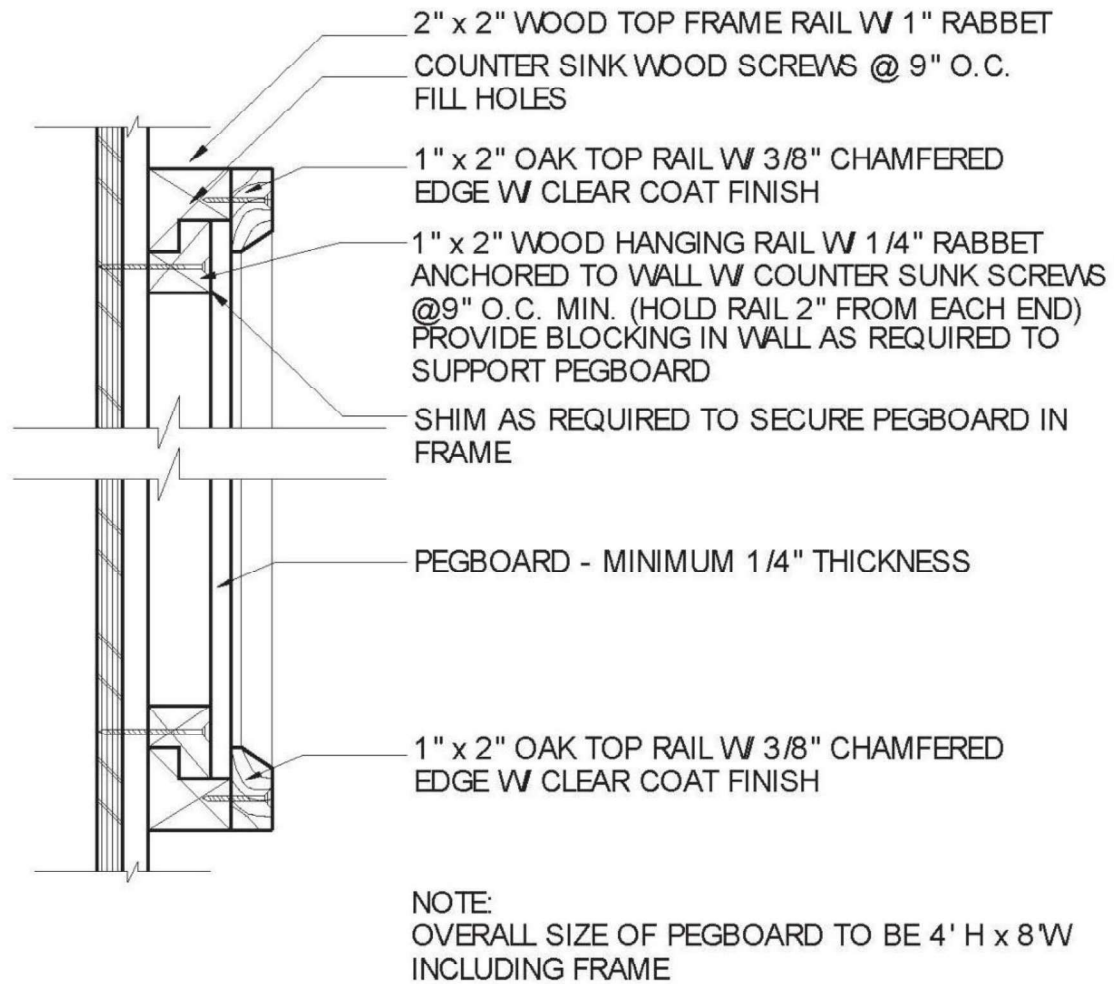
**EXHIBIT #09A: SINK CABINET ELEVATION**

**EXHIBIT #09B: SINK CABINET SECTION**


(b) (4), (b) (7)(F)

(b) (4), (b) (7)(F)

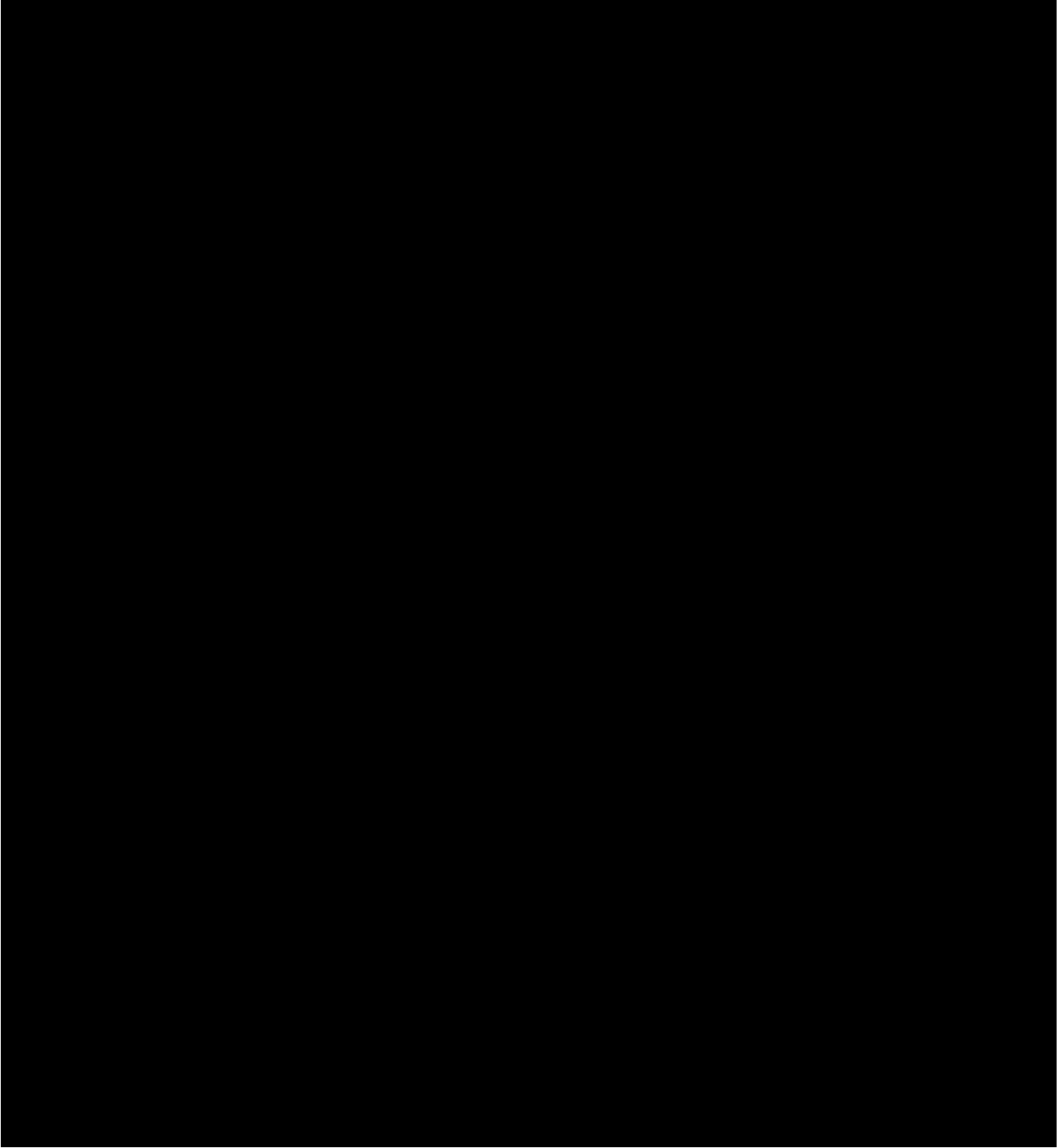


**EXHIBIT #12: PEGBOARD DETAIL**

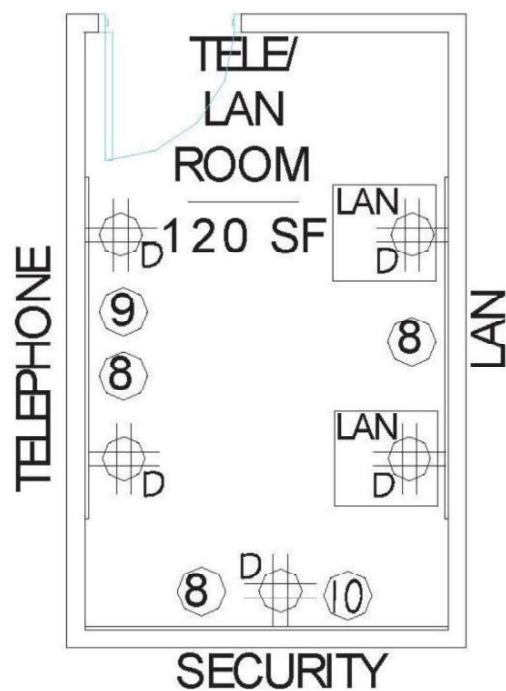
(b) (4), (b) (7)(F)



(b) (4), (b) (7)(F)



(b) (4), (b) (7)(F)



NOTE: REFER TO CORRESPONDING NOTES ON DRAWING FOR FURTHER INFORMATION.

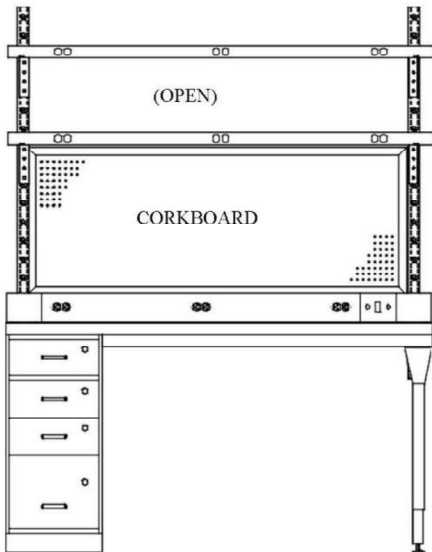
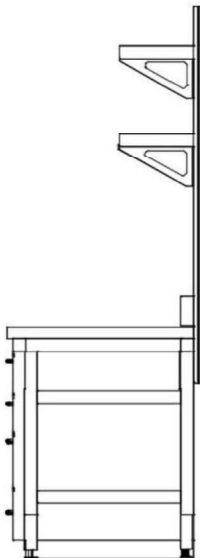
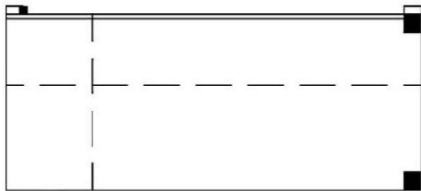
EXHIBIT #14: TYPICAL TELEPHONE / LAN ROOM

Series 7000 Technician Stations

30"D x 72"L x 36-3/4"H
Overall Height: 86-3/4"
Maple Top
#0001 Tan Powder-Coat Paint Finish

Consists of the Following Components:

- 8111-STOCK TOP
MAPLE 30Dx72L
- 7009-01-0015
CABINET-TO-LEG FRAMES
30Dx72L
- N7057-0015
HI-TECH CABINETS 4-DRAWERS
35Hx29D
- 3400
BACKUP CHANNEL
- 1221-0015
DOUBLE CROSSBAR LEG
30Dx30/37 WORKHEIGHT
- 1015-0015
END CAPS FOR BASIC
TUBEFRAME
- P2401
DRAWER LOCK – STD. HUDSON
LOCKS – KEYED ALIKE
- 3006-0015
DOUBLE STANDARD UPRIGHTS
60L
(Allow 9" of length for mounting)
- 3022-0015
BASIC SHELF OT/UT 12Dx72L
- 3010-01-0015
SHELF BRACKETS 12D
- 3356-CB-01
CORKBOARD 24x72
- 3161-0015
WIRETHROUGH 72L, 3DUP, CB, PL
(Customer to supply own power from
bench to main source)
- 3167-0015
WIRETHROUGH BRACKETS FOR
MOUNTING
- 3061-01
POWER CORD



workplace® MODULAR WORK SYSTEMS
SYSTEMS, INC.
562 MAMMOTH ROAD, LONDONDERRY, N.H. 03053 (603) 622-3727

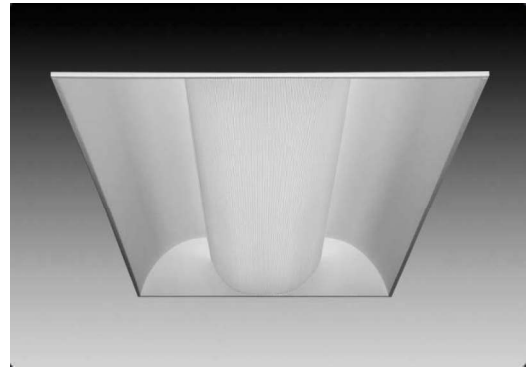
FOR PRICING CONTACT: WORKPLACE SYSTEMS INC. KATHY WEBSTER 1-800-258-9700

EXHIBIT #15: WORKBENCH – TOO & ETB

Focal Point

Luminaire Series Model – Luna (FLU) Lighting

DESIGN: Classic recessed indirect, perforated center basket design. Also available in narrow and split basket designs.



PERFORMANCE: Provides high angle uniform distribution. High reflectance, low gloss Matte White finish controls glare. Reflector and end caps form seamless one-piece housing, painted after fabrication. Perforated shield hinges out for easy re-lamping.

APPLICATION: Luna is truly at home in any environment and is ideal for open offices and classrooms. Luminaires may be continuously row mounted.

SPECIFICATIONS (denotes ordering codes)

- Model: Luna (FLU)
- Sizes:
 - 2'x2' (22)
 - 2'x4' (24)
- Bi-Directional Distribution (B)
- Three Lamp (3)
- Lamp Type: T8 (T8)
- Electronic Instant Start Ballast (E)
- 120 Volt (120)
- Mounting in grid (G) or slot tee (ST) will vary depending upon building standards
- Perforated Shield (PS)
- Matte Satin White Finish (WH)

Focal Point

4141 S. Pulaski Road
Chicago, IL 60632
773.247.9494

www.focalpointlights.com

***Note: This is a sample specification from Focal Point. Other manufacturer lighting meeting the minimum specifications noted above may be accepted by TENANT. However, contractors must submit documentation to TENANT for approval prior to purchasing and installation.**

EXHIBIT #16: LIGHTING SPECIFICATION



EYE/FACE WASH

Wall-Mount and Pedestal-Mount Eye/Face Washes

Innovative square bowl and wide spray pattern make it easy to rinse the entire face.

Specifications: Six outlets supply converging streams to form a 9" x 8" curtain of aerated water. Gentle-acting bubbles created by the aeration won't drive particles or chemicals deeper into the eye. Features your choice of ABS Plastic or stainless steel bowl, brass heads with high-visibility yellow polypropylene shields and supply line strainers with removable stainless steel filter.

With the following Options:

1. **Drench Hose Option** features an aerated spray nozzle and 5' of hose to direct water where you need it--can be added to any of the models.
2. **Foot Pedal Option** activates eye wash by foot so hands are free to hold eyes open for thorough irrigation.

Valve Assembly: 1/2" NPTF chrome-plated brass, stay-open ball valve.

- **Water Supply:** 1/2" NPTF.
- **Flow Rate:** 12 gpm at 20 psi.

Compliance: ANSI Z358.1-1998. SGS USA Testing Co. certified

NOTE: This is sample specification. Other manufactured Wall-Mount and Pedestal Mount Eye/Face Washes meeting the minimum specifications noted above may be accepted by ATF. However, contractors must submit documentation to ATF for approval prior to purchasing and installing the Eye/Face Wash.

EXHIBIT #17: EYE / FACE WASH

Protector Premier Laboratory Hoods

with built-in blower
Model # 4880200

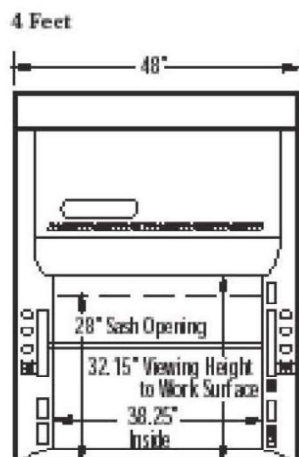
Model Requirements:

- ☐ **Ductwork.** Contact Labconco for recommendations.
- **Work Surface.** Spill Stopper Worksurface – Catalog # 9874100
- ☐ **Base Cabinet or Stand.** Protector Solvent Storage Cabinets Catalog # 9902000

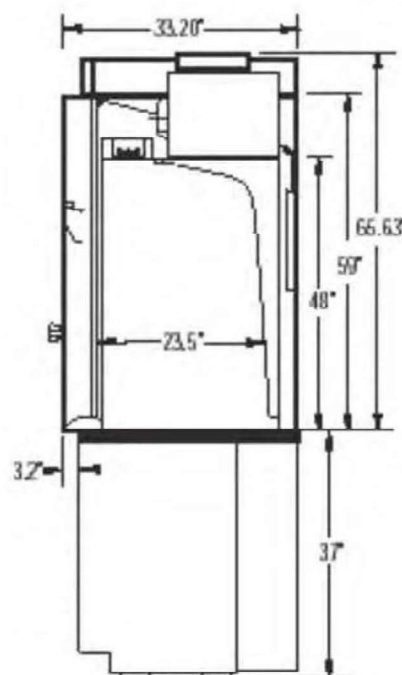
Color: White with Charcoal Trim

Model Features:

- ☐ Built-in belt driven, corrosion-resistant exhaust blower with molded Thermoplastic housing and non-sparking, coated aluminum impeller
- ☐ By-pass airflow design
- ☐ Ergonomic air foil with aerodynamic Clean-Sweep airflow openings
- ☐ Glacier white, dry powder epoxy-coated steel exterior
- ☐ One-piece molded fiberglass liner and pre-set baffle(s) with flame Spread less than 25 per ASTM E-84
- 3/16" thick tempered safety glass vertical-rising sash with epoxy-coated aluminum frame
- ☐ Removable front and side panels and front access to plumbing and Electrical wiring
- 10.81" ID exhaust connection



FRONT VIEW



SIDE VIEW



Labconco Corporation 8811 Prospect Ave. Kansas City, MO 64132
800-821-5526; 816-333-8811 Fax 816-363-0130
Email: labconco@labconco.com
www.labconco.com

EXHIBIT #18: FUME HOOD

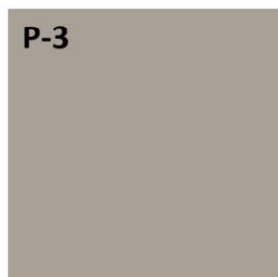
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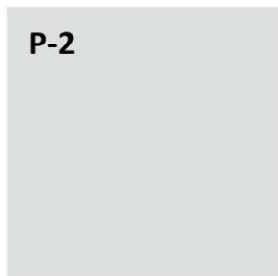
Finish Option 1 – Paint



P-1



P-3



P-2

P-1

Manuf: Sherwin Williams
 Color: SW6213 - Halcyon Green
 Finish: Eggshell
 Note: Accent paint

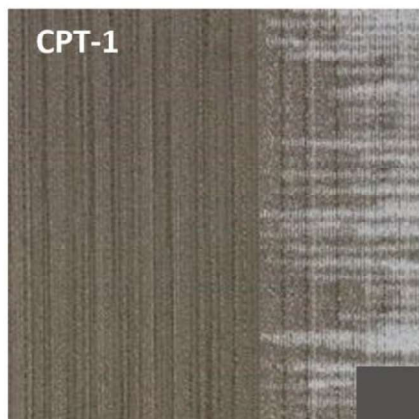
P-2

Manuf: Sherwin Williams
 Color: SW0055 - SW7656 - Rhinestone
 Finish: Eggshell
 Note: Walls

P-3

Manuf: Sherwin Williams
 Color: SW7640 - Fawn brindle
 Finish: Trim – Semi-Gloss; Clg-Eggshell
 Note: Ceiling & Trim

Finish Option 1 – Carpet



CPT-1

CPT-1

Manuf: Shaw Carpet Tile
 Style: 59115 - Horizontal
 Edge Tile
 Color: 67761 – Sterling
 Seam
 Size: 18" x 36"



B-1

B-1

Manuf: Johnsonite
 Style: Cove Base
 Color: 20 Charcoal
 Size: 4"

EXHIBIT #20A: FINISH OPTION 1

Finish Option 1 – Luxury Vinyl Tile



LVT-1

LVT-1

Manuf: Mohawk
 Style: Morikato C0016
 Color: Katana - 933
 Location: Entry Area,
 Break Room
 Size: 6"x48"



B-1

Manuf: Roppe
 Style: Cove Base
 Color: 178 - Pewter



B-1

Finish Option 1 – Vinyl Composition Tile



VCT-1

VCT-1

Manuf: Armstrong
 Style: Excelon VCT Tile
 Color: Z5929 - Blizzard
 Size: 12" x 12"



B-1

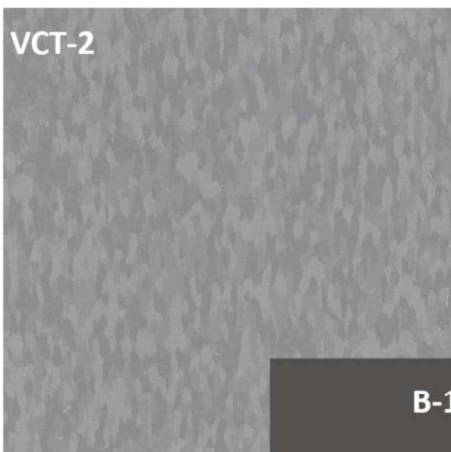
Manuf: Johnsonite
 Style: Cove Base
 Color: 20 Charcoal
 Size: 4"



B-1

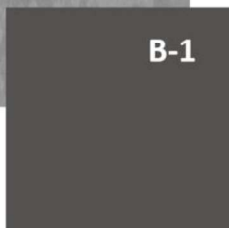
EXHIBIT #20A: FINISH OPTION 1 (CONT.)

Finish Option 1 – Vinyl Composition Tile



VCT-2

Manuf: Armstrong
Style: Excelon ESD
Static Control
VCT Tile
Color: 51957 - Ridge
Size: 12"x12"



B-1

Manuf: Johnsonite
Style: Cove Base
Color: 20 - Charcoal
Size: 4"

Finish Option 1 – Countertop & Cabinet



SOLID S-1

Manuf: Wilson Art
Style: Solid Surface Countertop
Color: 9200CS - Mystique



PLAM-1

Manuf: Wilson Art
Style: Plastic Laminate for Cabinets
Color: 7952 – Asian Sand
Notes: Cabinets

SS-1

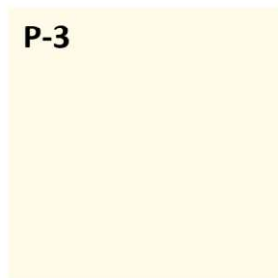
Stainless Steel Countertops Option Pricing for Processing or for other Lab environments

EXHIBIT #20A: FINISH OPTION 1 (CONT.)

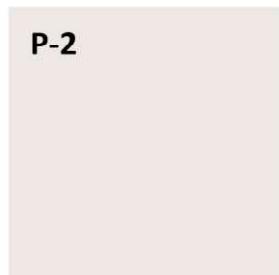
Finish Option 2 – Paint



P-1



P-3



P-2

P-1

Manuf: Sherwin Williams
Color: SW6516 - Down Pour
Finish: Eggshell
Note: Accent paint

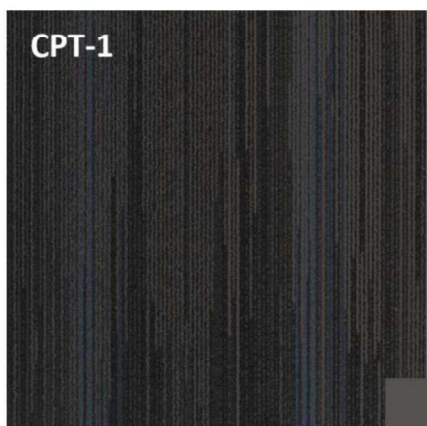
P-2

Manuf: Sherwin Williams
Color: SW0055 Light French Grey
Finish: Eggshell
Note: Walls

P-3

Manuf: Sherwin Williams
Color: SW7009 "Pearly White"
Finish: Trim – Semi-Gloss; Clg-Eggshell
Note: Ceiling & Trim

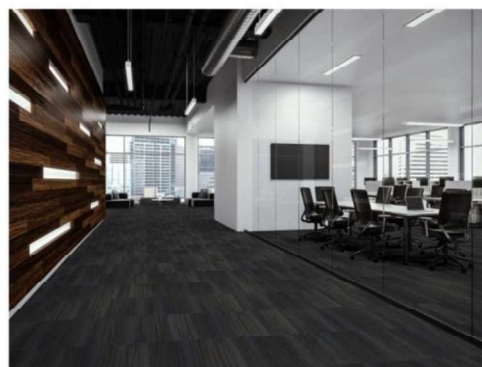
Finish Option 2 – Carpet



CPT-1

CPT-1

Manuf: Invision
Carpet
Tile
Style: 7025 Fiction
Modular
Color: 1775 Irony
Size: 24" x 24"



B-1

B-1

Manuf: Johnsonite
Style: Cove Base
Color: 20 Charcoal
Size: 4"

EXHIBIT #20B: FINISH OPTION 2

Finish Option 2 – Luxury Vinyl Tile



LVT-1

Manuf: Shaw Contract
 Style: Solitude 0648V
 Color: Smoke 48506
 Location: Entry Area,
 Break Room
 Size: 6"x48"



B-1

B-1

Manuf: Johnsonite
 Style: Cove Base
 Color: 20 Charcoal

Finish Option 2 – Vinyl Composition Tile



VCT-1

Manuf: Armstrong
 Style: Excelon VCT Tile
 Color: 51881 Blueberry
 Size: 12" x 12"

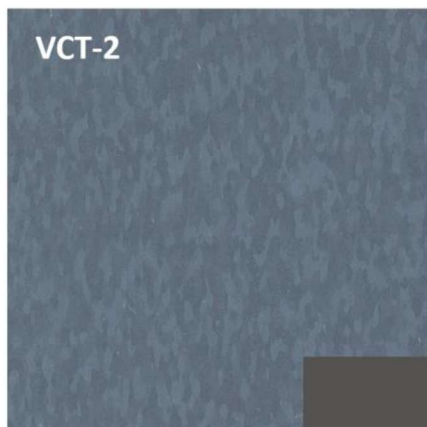
B-1

B-1

Manuf: Johnsonite
 Style: Cove Base
 Color: 20 Charcoal
 Size: 4"

EXHIBIT #20B: FINISH OPTION 2 (CONT.)

Finish Option 2 – Vinyl Composition Tile



VCT-2

VCT-2

Manuf: Armstrong

Style: Excelon ESD Static Control VCT Tile

Color: 51958 - Ocean Air

Size: 12"x12"



B-1

B-1

Manuf: Johnsonite

Style: Cove Base

Color: 20 - Charcoal

Size: 4"

Finish Option 2 – Countertop & Cabinet



SOLID S-1

SOLID S-1

Manuf: Wilson Art

Style: Solid Surface Countertop

Color: 9074EA



PLAM-1

PLAM-1

Manuf: Wilson Art

Style: Plastic Laminate for Cabinets

Color: 7850 – Beigewood

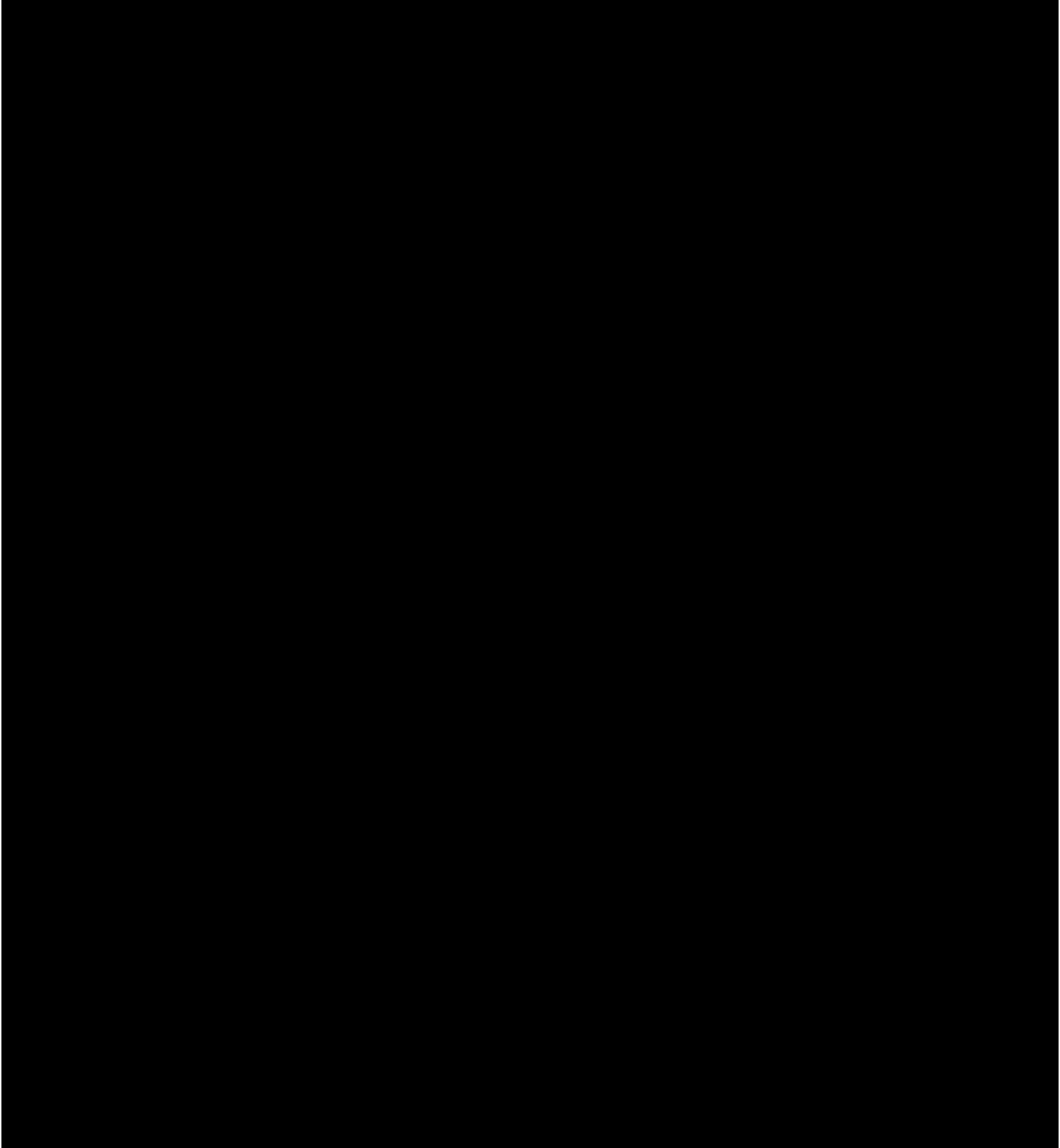
Notes: Cabinets

SS-1

Stainless Steel Countertops Option Pricing for Processing or for other Lab environments

EXHIBIT #20B: FINISH OPTION 2 (CONT.)

(b) (4), (b) (7)(F)



(b) (4), (b) (7)(F)

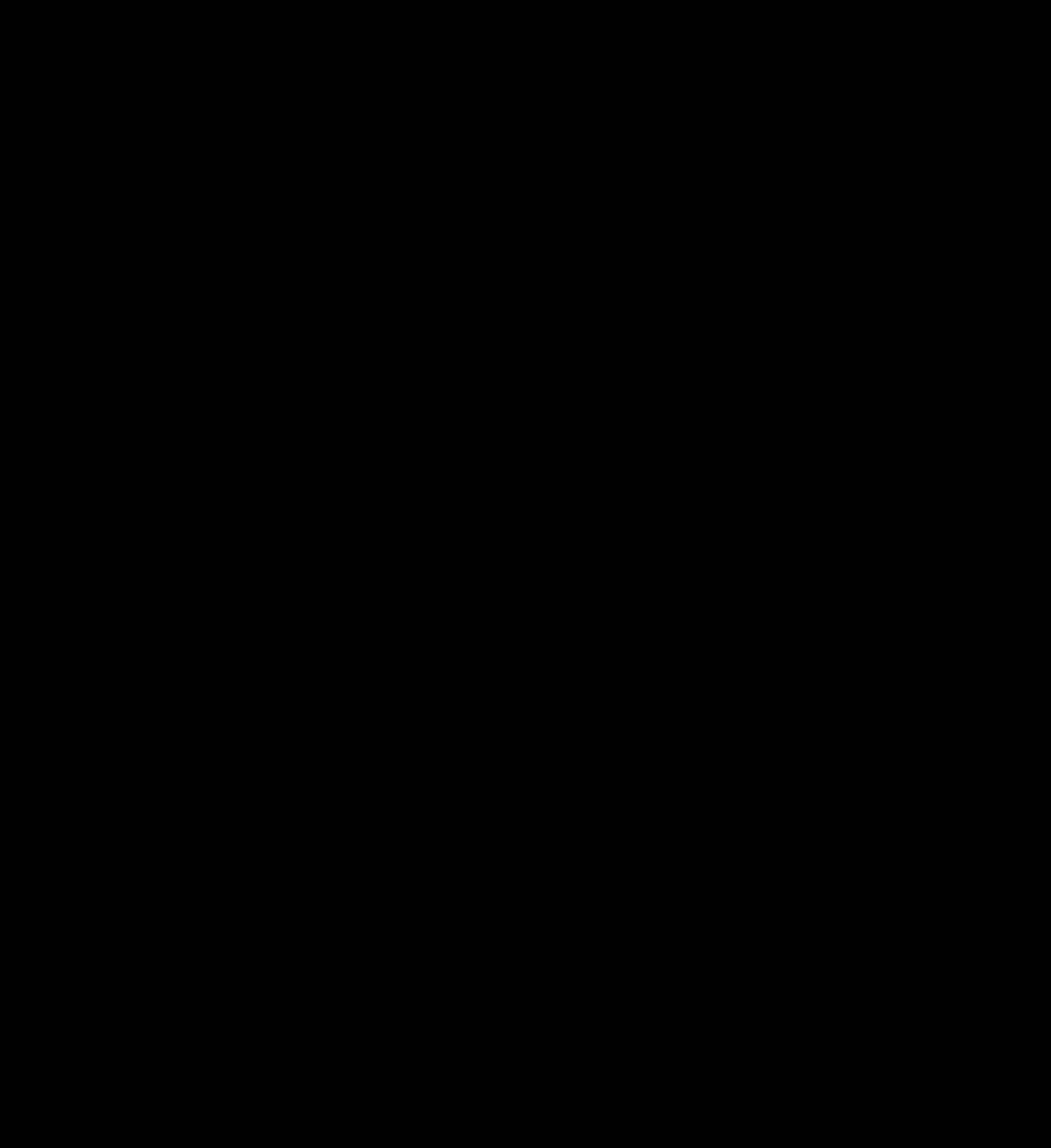


Exhibit C

(b) (4), (b) (7)(F)

ATF SPACE REQUIREMENTS

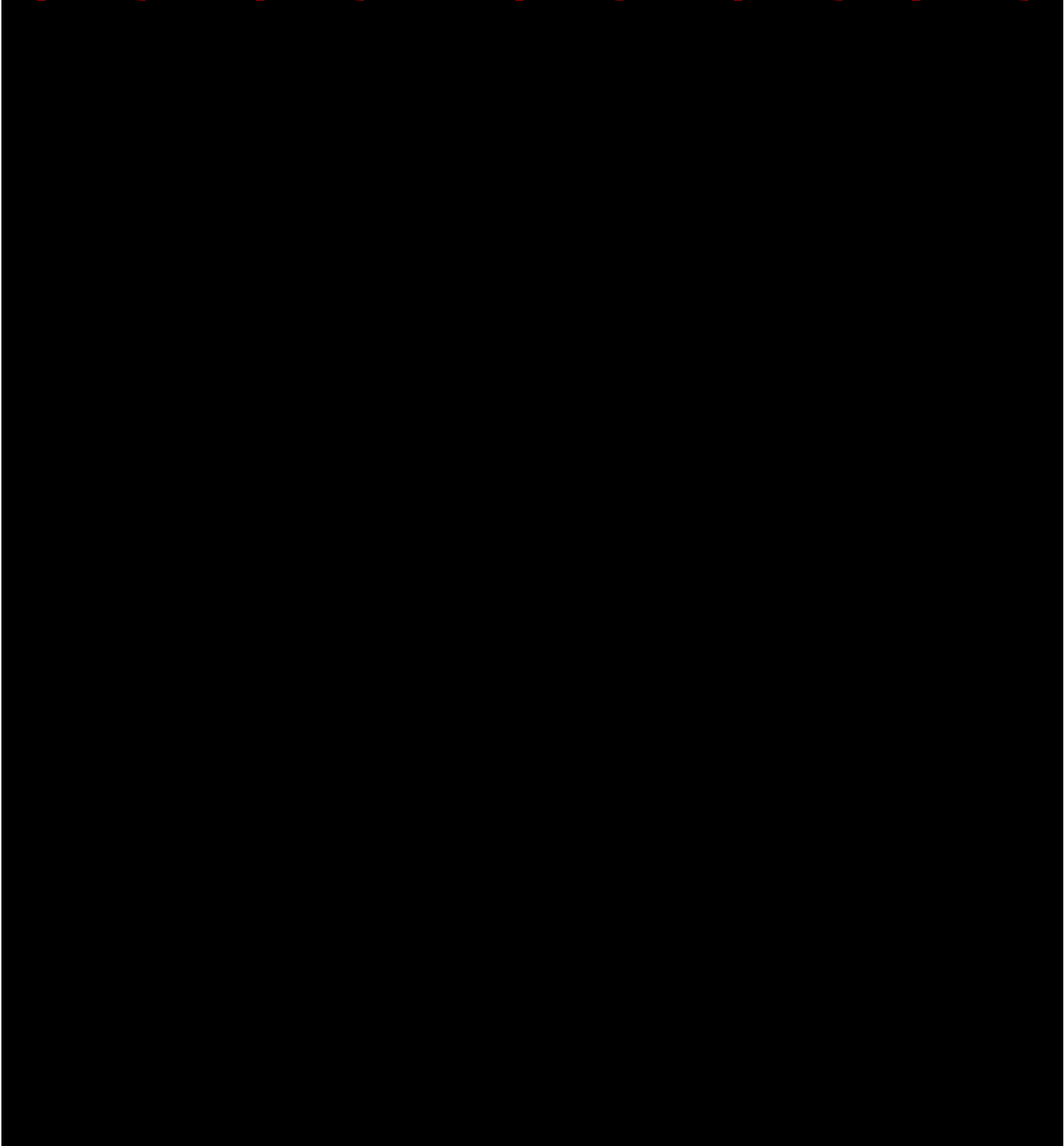
UNCLASSIFIED/LAW ENFORCEMENT SENSITIVE

Lessor: _____ Government: _____

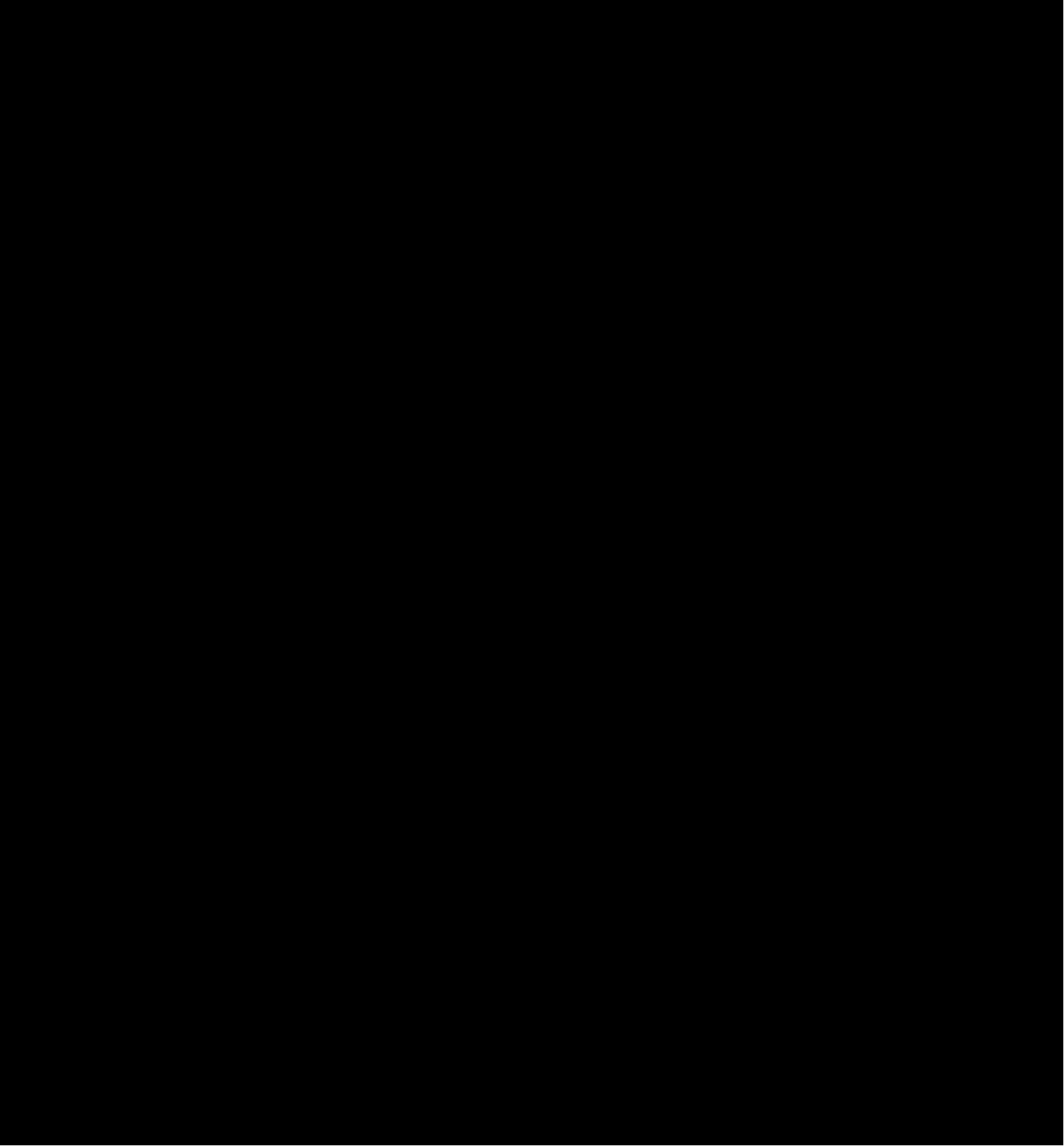
October 8, 2020

(b) (4), (b) (7)(F)

(b) (4), (b) (7)(F)



(b) (4), (b) (7)(F)




(b) (4), (b) (7)(F)



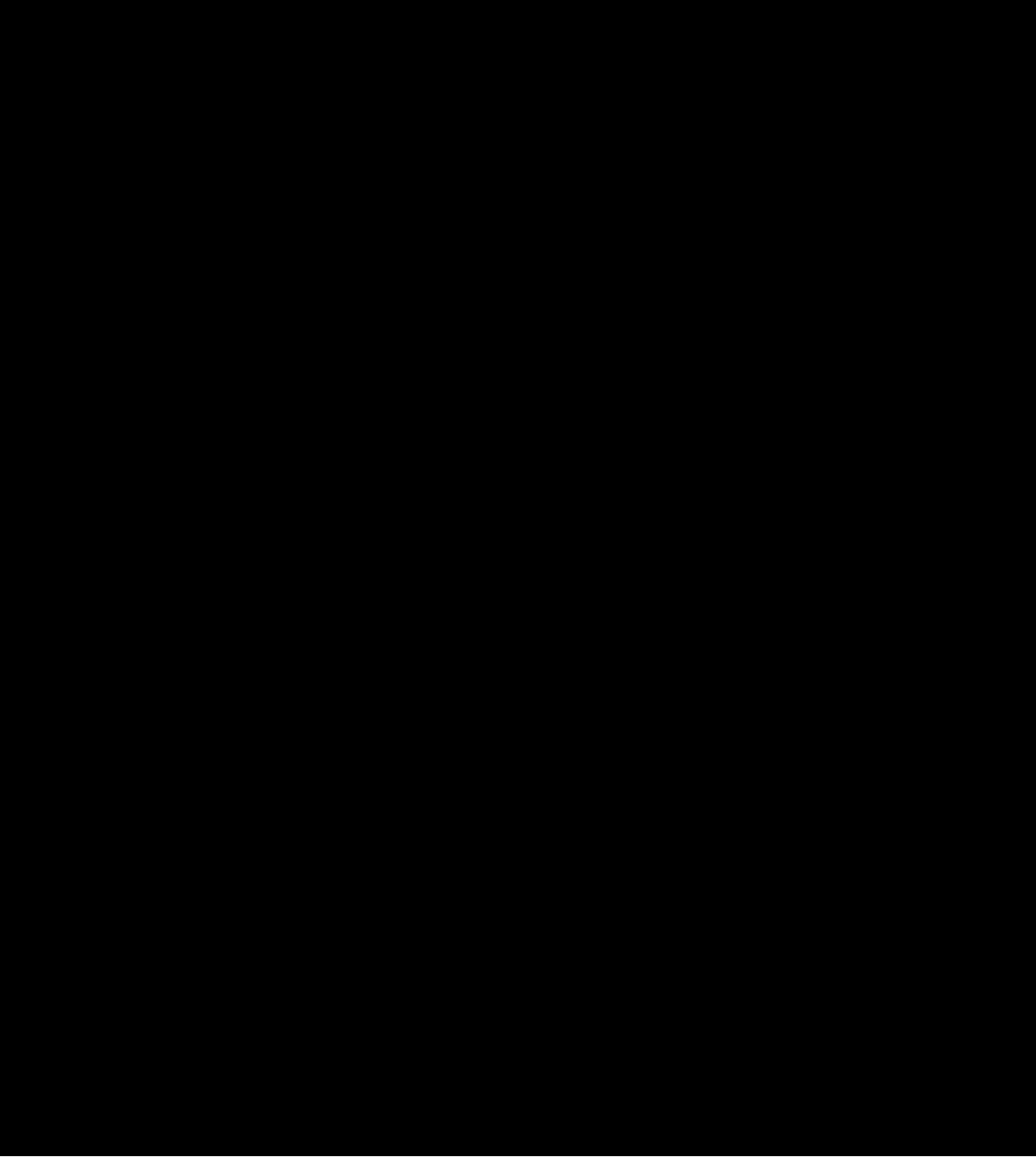
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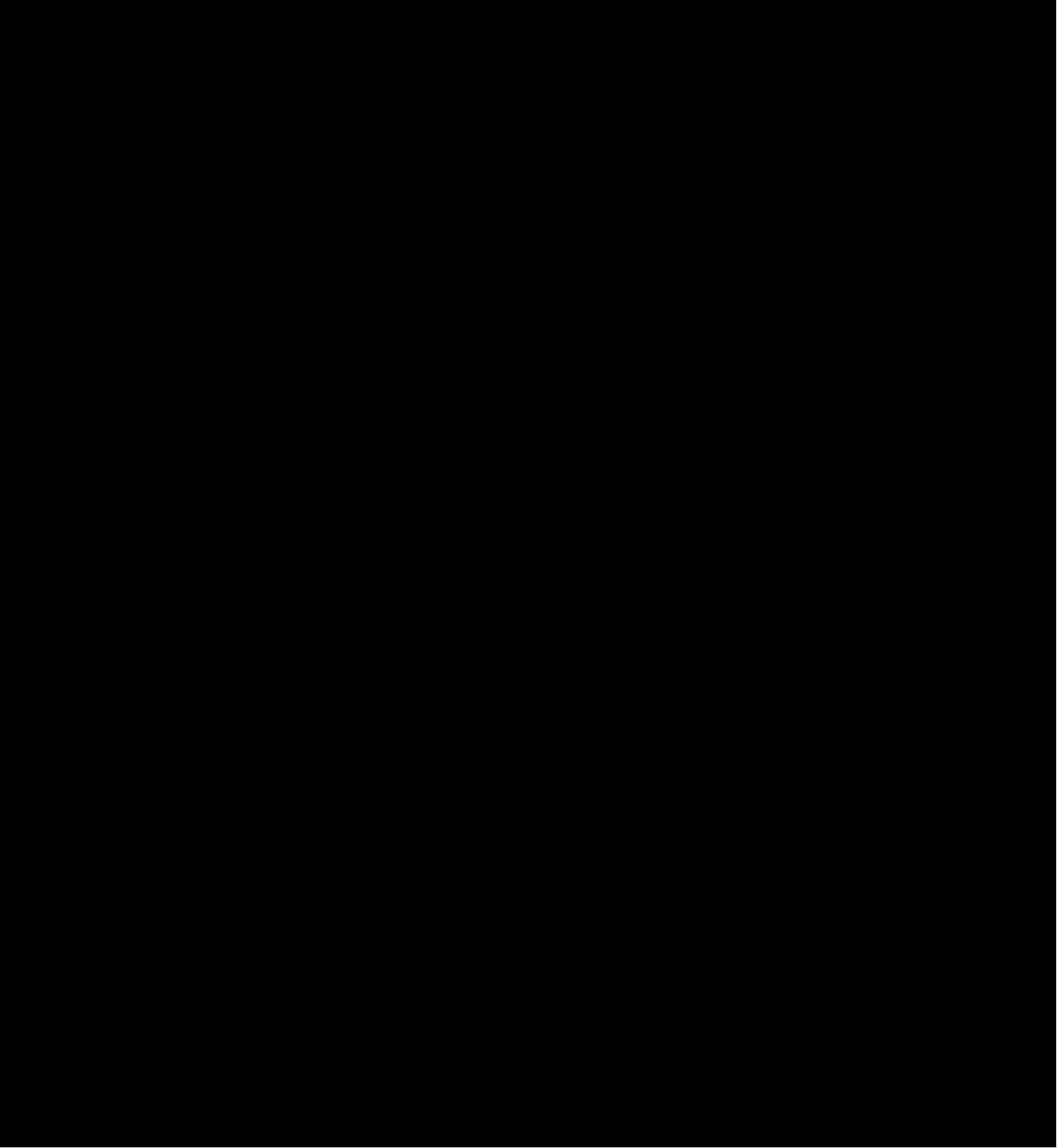
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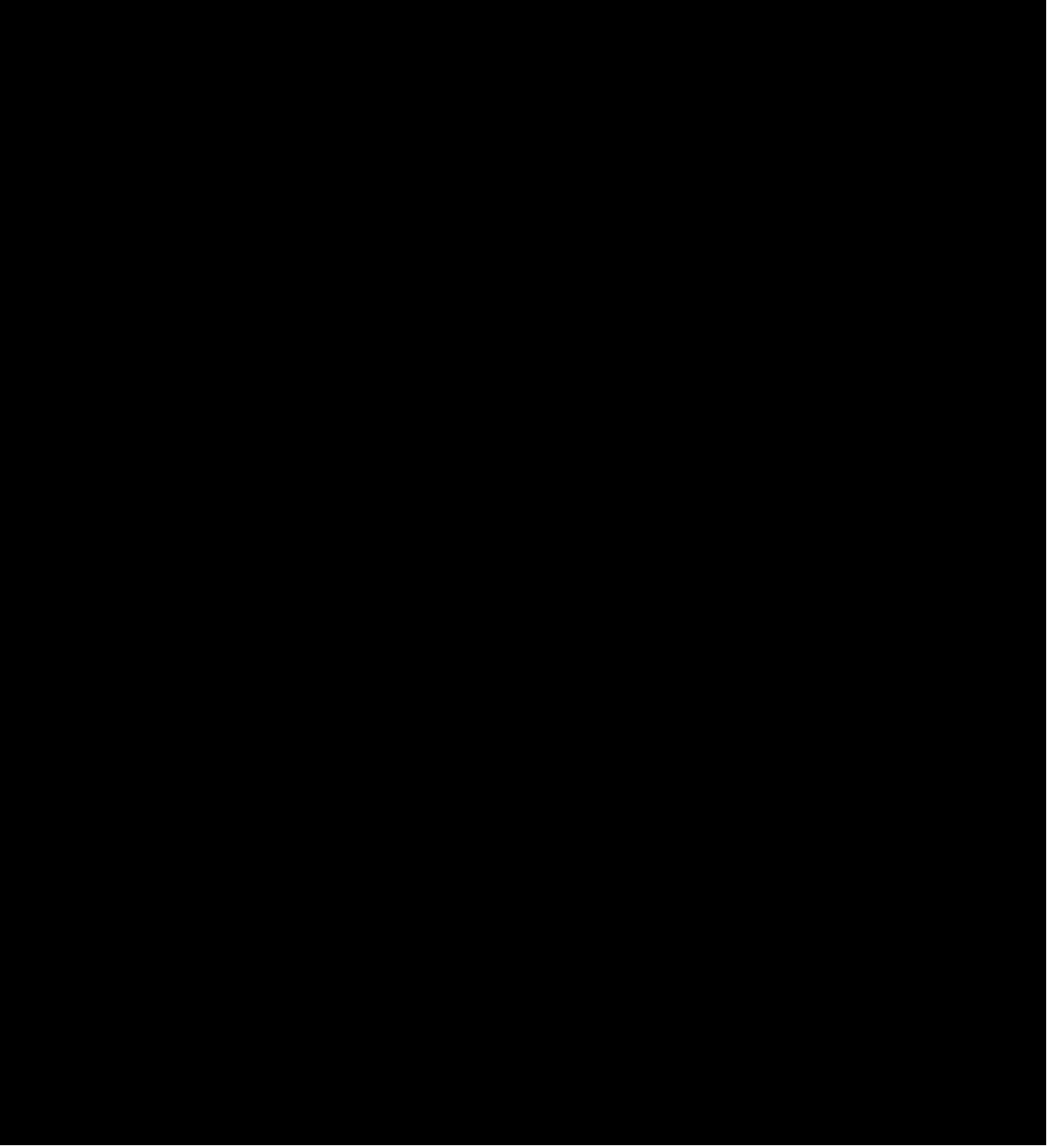
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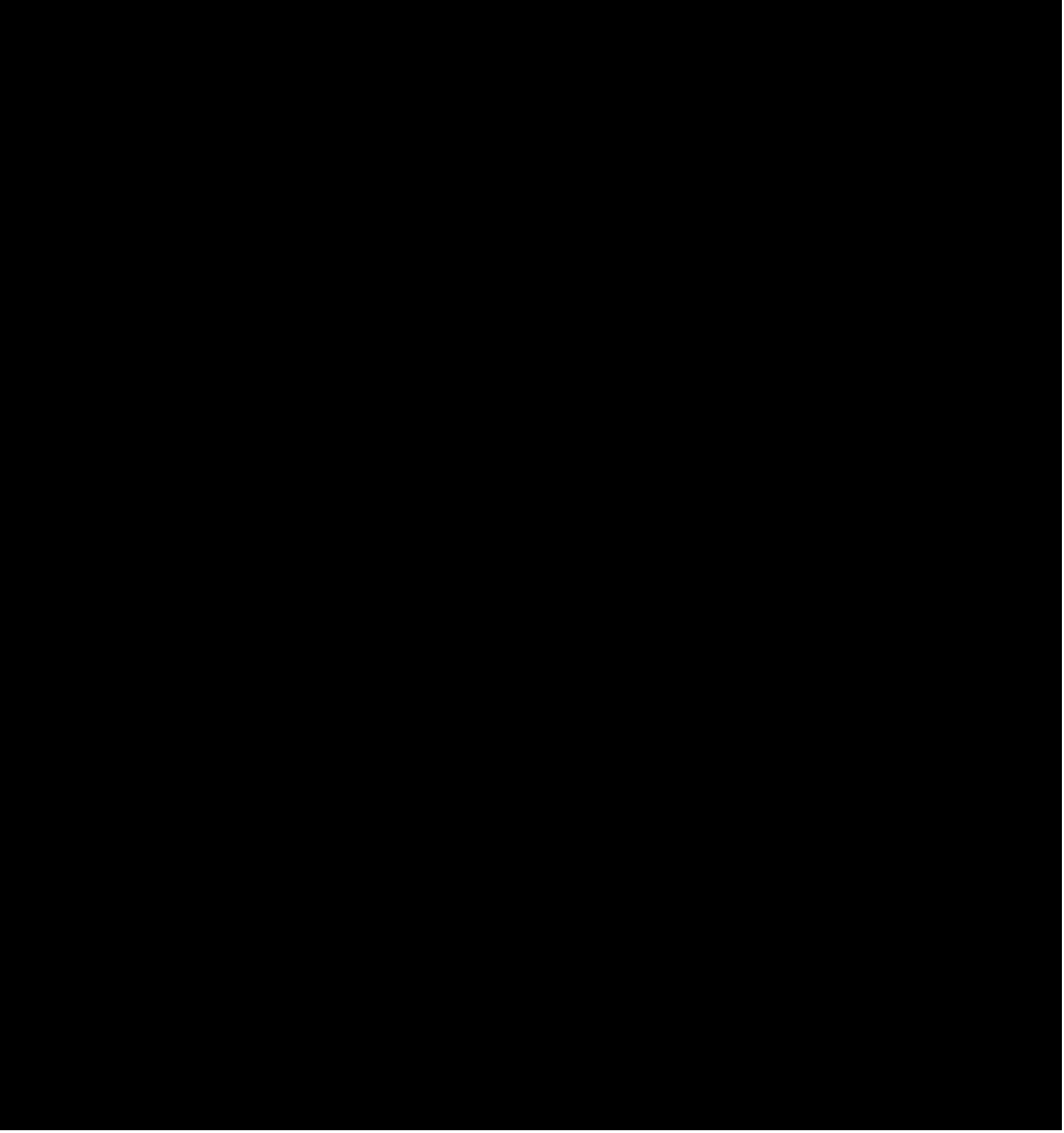
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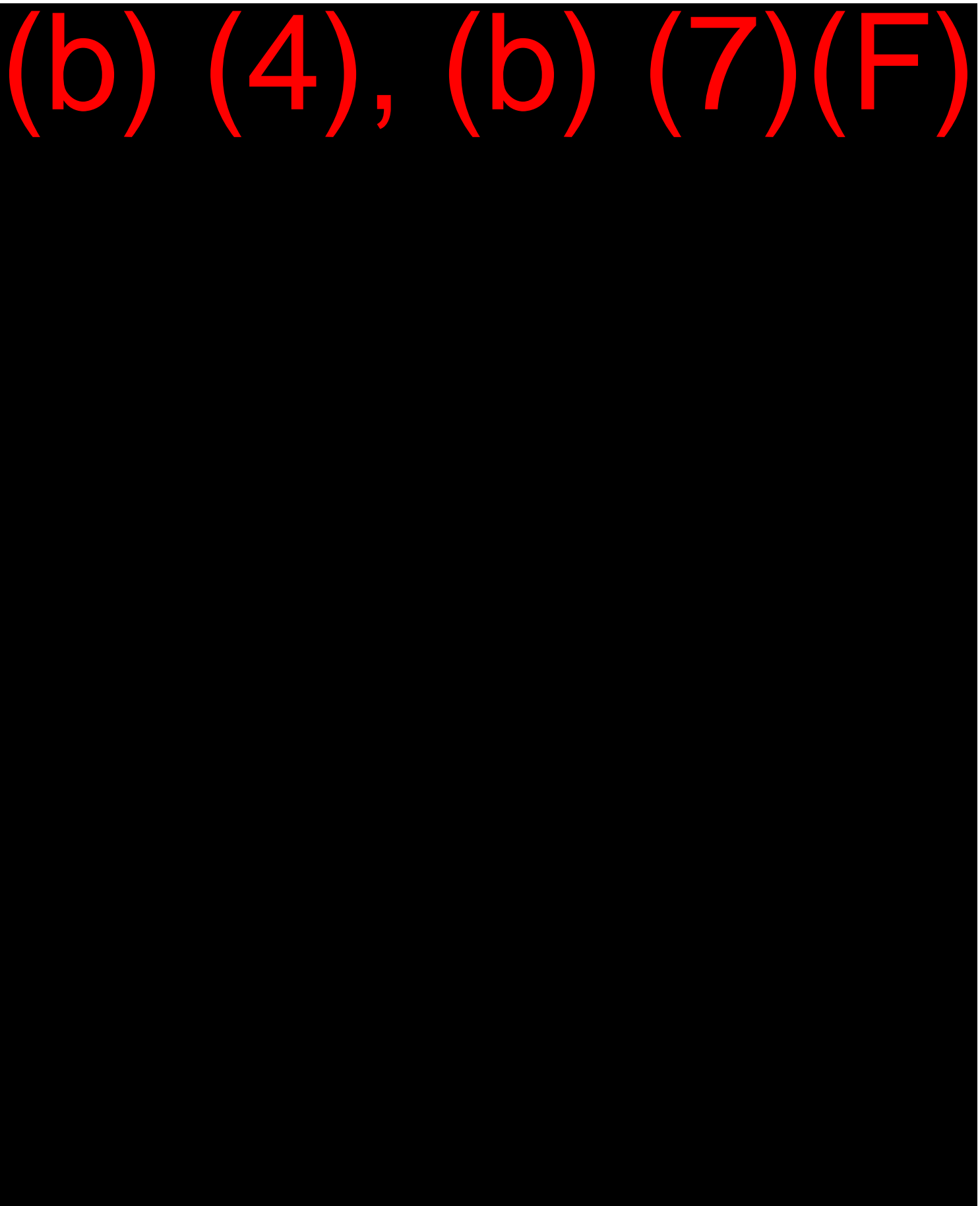
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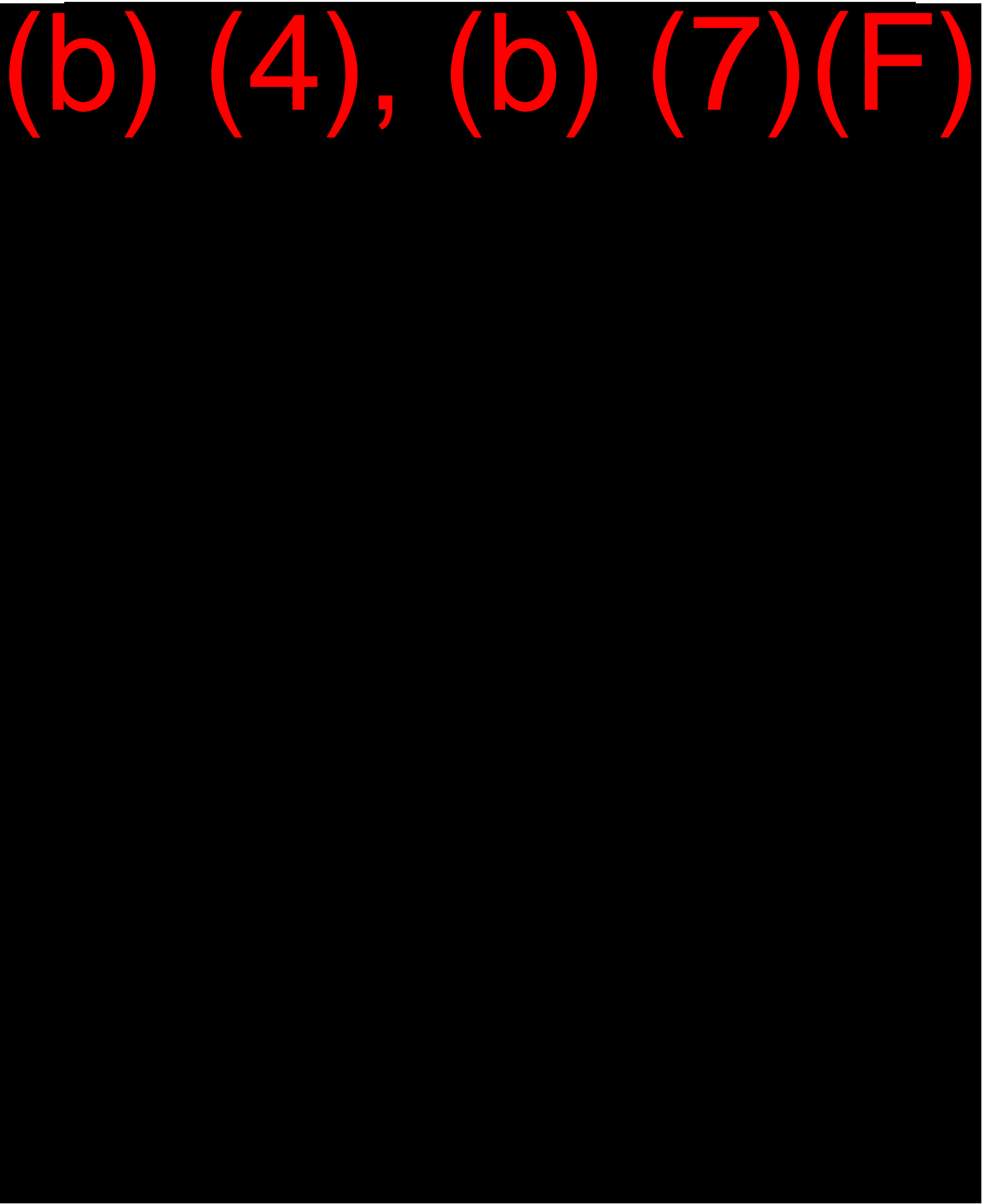
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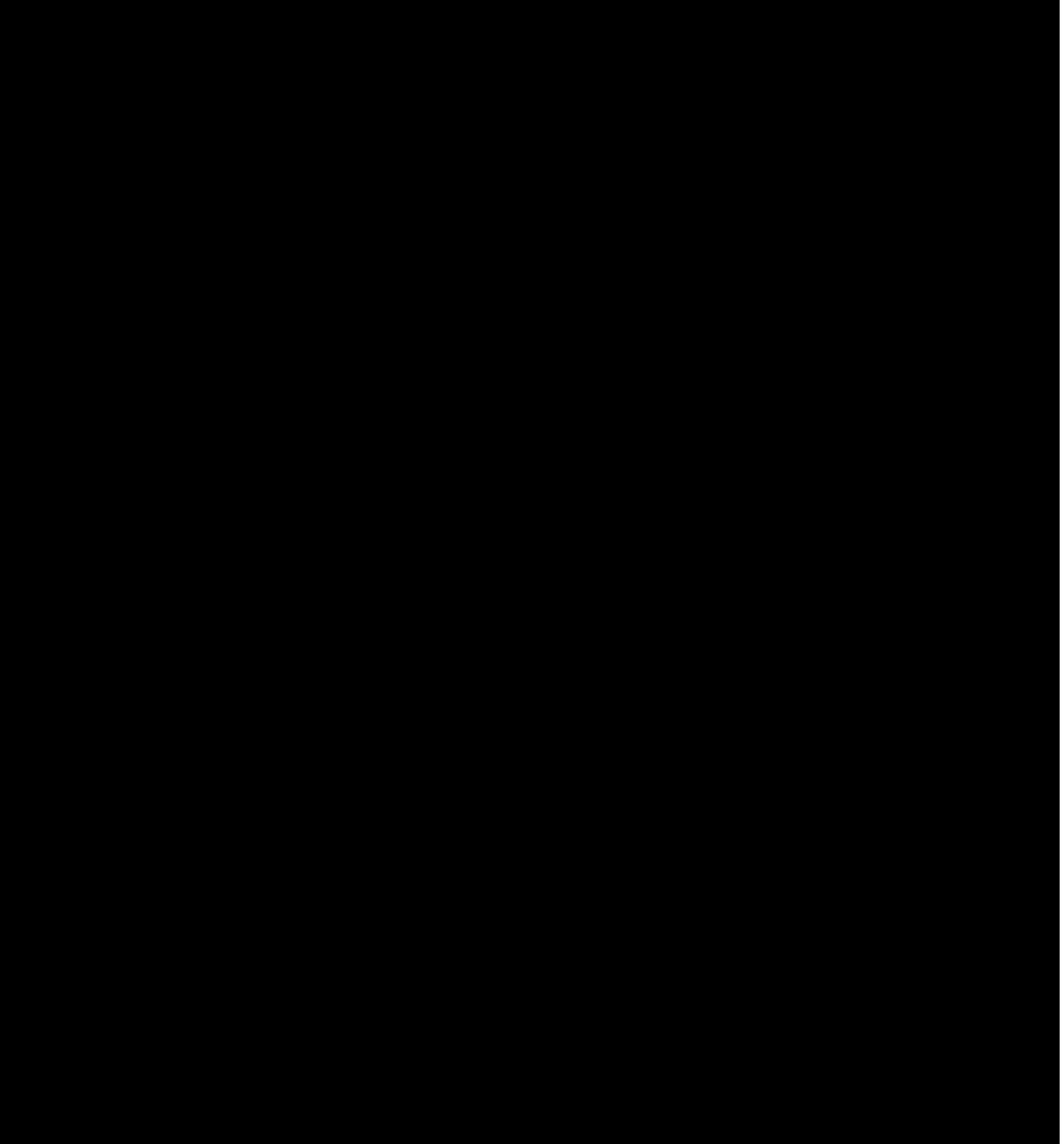


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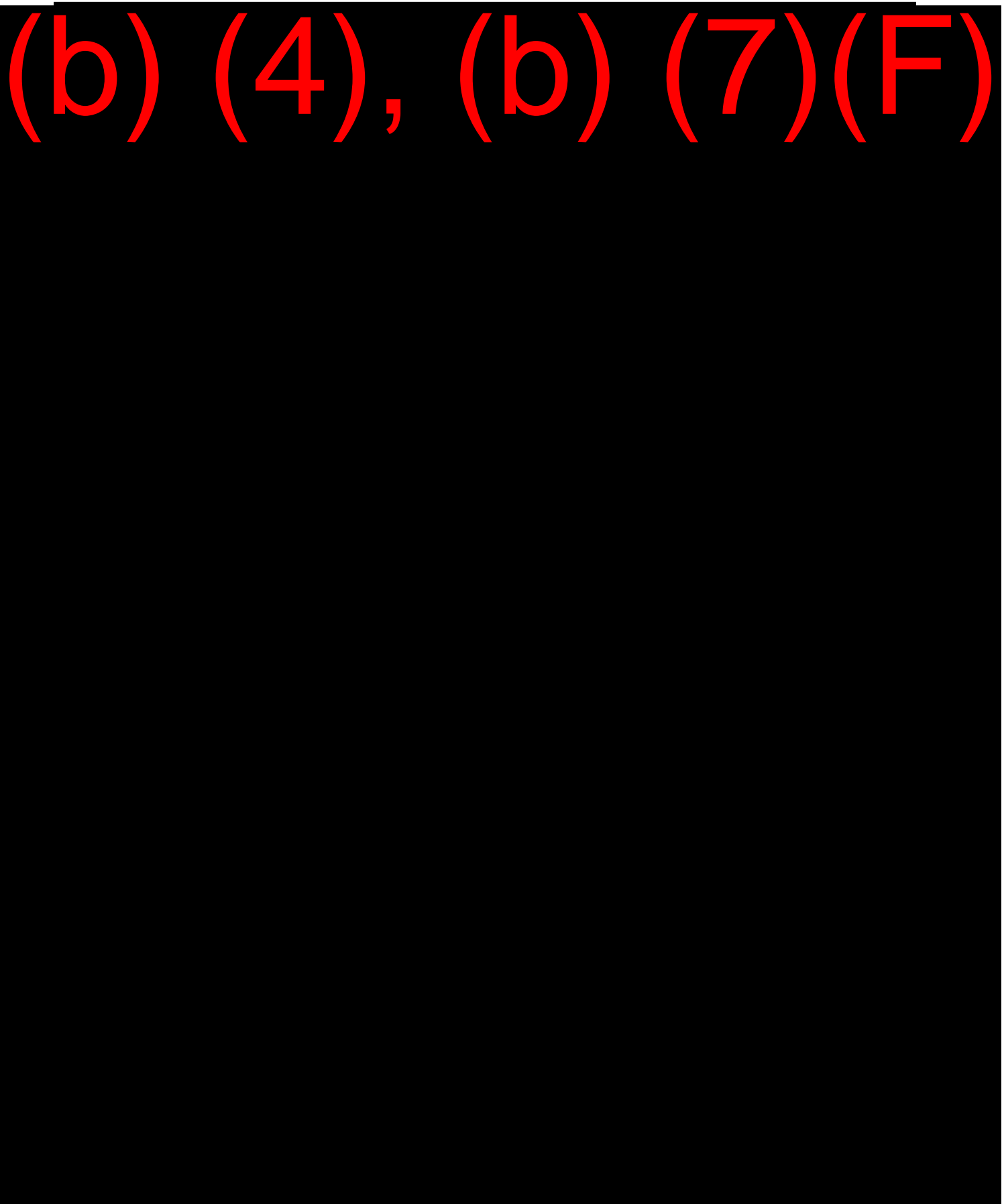


(b) (4), (b) (7)(F)

(b) (4), (b) (7)(F)




(b) (4), (b) (7)(F)



(b) (4), (b) (7)(F)

(b) (4), (b) (7)(F)



END OF EXHIBITS

SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC).

NOTE THAT ITEMS IDENTIFIED AS "SHELL *" REPRESENT A LESSOR'S OBLIGATIONS OR THE GOVERNMENT'S RIGHTS AND ARE NOT NECESSARILY ITEMS TO BE CONSTRUCTED.

DEFINITIONS:

Definitions are the same as those used in the Lease unless re-defined in these Security Requirements.

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

DESIGN-BASIS THREAT – The Design-Basis Threat (DBT) is the profile and estimate of the threats to a Government facility across a range of specific undesirable events, and serves as the basis for determining appropriate security standards. The Lessor's technical consultant(s) shall work in conjunction with the Government, including the Federal Protective Service (FPS), to apply the DBT to the post-award risk assessment. The risk assessment identifies recommended countermeasures and security design features that achieve the minimum baseline level of protection for a particular facility. The baseline level of protection may be further customized to address facility-specific conditions. The Lessor is responsible for providing countermeasure provisions outlined in this FSL document, as well as for additional items identified during the post-award risk assessment. Any additional countermeasures identified during this assessment shall be priced as BSAC.

I. FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

A. FACILITY ENTRANCES AND LOBBY

1. EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key or Physical Access Control System (PACS) for the entrance to this building and to doors identified by the Government as employee entrance doors. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

B. SCREENING REQUIREMENTS

1. ACCOMODATION OF RETAIL/MIXED USE SPACE (SHELL)

LESSOR:  GOVERNMENT: 

The Lessor shall accommodate publicly accessible retail and mixed uses through such means as separating entryways.

C. COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

1. PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms within Government controlled Space.

2. SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access to authorized personnel only, and post signage accordingly:

- a. At a minimum, the Lessor shall secure building common areas such as mechanical and janitorial areas, sprinkler rooms, electrical closets, telecommunications rooms, and janitor closets. Utility, mechanical, electrical, and telecom rooms shall be secured with high-security (UL437) locks. Keyed locks, PACS card reader, or similar security measures shall strictly control access to Critical Areas. Additional controls for access to keys, PACS, and key codes shall be strictly maintained.
- b. Roofs with HVAC systems and access to interior space from the roof shall also be secured with high-security (UL437) locks. Roof access shall be strictly controlled through keyed locks, PACS card reader, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
- c. In addition, Lessor shall protect the ventilation equipment and system controls from unauthorized access.

3. VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Premises.

4. PUBLIC SPACE RESTRICTIONS WITH PRIMARY VERTICAL LOAD MEMBERS

The Government reserves the right to remove this countermeasure requirement, post-award, based on building-specific conditions. For measurement purposes, standoff shall be considered building support space and not ABOA.

- a. **RESTRICT CONTACT FROM PUBLIC AREAS WITH PRIMARY VERTICAL LOAD MEMBERS:** For partitions separating public space from federal space, the Lessor shall use construction materials which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 100 mm (4 inches).
- b. **RESTRICT CONTACT FROM MAIL AREA WITH PRIMARY VERTICAL LOAD MEMBERS:** In the partitions that separate public mail screening and receiving areas from federal tenants, the Lessor

Lessor:  Government: 

shall use construction materials which have inherent ductility, and which are able to respond to load reversals. Alternatively, the Lessor can use a minimum standoff of at least 150 mm (6 inches).

II. INTERIOR (GOVERNMENT SPACE)

A. IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Government-controlled Space prior to allowing entry.

B. FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

III. SITES AND EXTERIOR OF THE BUILDING

A. SIGNAGE

1. POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

2. POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site-specific signage.

B. LANDSCAPING AND ENTRANCES

1. LANDSCAPING REQUIREMENTS (SHELL)

Landscaping shall be neatly trimmed to minimize the opportunity for concealment of individuals, packages/containers, and parking areas. If Landscaping exists, the Lessor shall provide trees, hedges, berms, or any combination of these to create buffer zones to separate public areas and other functions. Landscaping shall not obstruct the views of security guards and Video Surveillance System (VSS) cameras or interfere with lighting or Intrusion Detection System (IDS) equipment.

2. HAZMAT STORAGE (SHELL)

Where applicable, Lessor shall locate HAZMAT storage in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

Lessor:  Government: 

3. PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES (SHELL)

Trash receptacles, containers, mailboxes, FedEx-UPS boxes, vending machines, or other fixtures and/or features that could conceal packages, briefcases, or other portable containers shall be located away from building exterior and entry points.

C. PARKING**1. PUBLIC ACCESS TO GOVERNMENT PARKING AREAS (SHELL)**

Lessor shall designate Government employee and visitor parking areas.

IV. SECURITY SYSTEMS

A. Security System Testing and Maintenance Criteria: The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a testing and preventive maintenance program for all security systems the Lessor has installed. Testing must be based on established, consistent, agency-specific protocols, to be determined at the time of design. All testing shall be documented. Operational performance testing shall be conducted annually and functional testing shall be conducted more frequently, as determined by the Government. Components which fail, either during testing or throughout the life of this lease shall be repaired or replaced by the Lessor within a reasonable timeframe as determined by the Government. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within five business days. Critical components are those required to provide security (IDS, VSS, PACS, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government providing guard service, the cost of which must be reimbursed by the Lessor.

B. VIDEO SURVEILLANCE SYSTEM**LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

The lessor shall design, install, and maintain a Video Surveillance System (VSS) as described in this section. The VSS system will support the entry control system (at personnel entrances and exits to the space), with time lapse video recording and digital image storage, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the VSS system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CD's, as well as prior to installation. VSS system testing, and acceptance shall be conducted by the Government prior to occupancy. The VSS system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the VSS system. Government specifications are available from the Lease Contracting Officer. VSS system components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

Lessor:  Government: 

The Lessor shall comply with FAR 52.204-25: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020). See [https://www.acquisition.gov/far/part-52#FAR 52 204 25](https://www.acquisition.gov/far/part-52#FAR_52_204_25).

C. INTRUSION DETECTION SYSTEM

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to completion of the CDs, and prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.



Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Mega Center. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and lessor points of contact, including law enforcement (Federal Protective Service and facility security force). Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Mega Center Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. The Government creates an FPS monitoring account and works with the Lessor to complete the Mega Center Alarm Requirement (MAR) in conjunction with the installing security vendor. Components which fail or require maintenance, or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed above.

D. DURESS ALARM

LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

The Lessor shall design, install, and maintain a duress alarm system. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to completion of the CDs, as well as prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Contracting Officer. Components which fail or require maintenance, or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed above.

Lessor:  Government: 

E. SECURITY SYSTEMS DESIGN

The Lessor, in consultation and coordination with security providers (internal or external) and the agency designated security representative, shall ensure at the time of system design, system construction, and throughout the term of the Lease, that alarm and PACS panel, VSS components, controllers, and cabling shall be secured from unauthorized physical and logical access.

V. STRUCTURE

NOTE: FOR ADDITIONAL BLAST RESISTANT MEASURES REQUIRED IN NEW LEASE CONSTRUCTION PROJECTS, REFER TO LEASE PARAGRAPH "SECURITY FOR NEW CONSTRUCTION".

A. WINDOWS

LOCK GROUND FLOOR WINDOWS

If a Government tenant occupies ground floor space in the Building, the Lessor shall provide a means to lock all operable, ground floor windows with secure latches. As part of BSAC, any operable, ground floor windows shall be monitored via IDS.

B. BUILDING SYSTEMS

1. EMERGENCY GENERATOR PROTECTION (T.I.)

If an emergency generator is required by the Government, the Lessor shall locate it, either pre-existing or installed as part of Tenant Improvements, in a secure area, protected from unauthorized access and vehicle ramming, if outdoors. The emergency generator and its fuel tank must be located at least 25 feet from loading docks, entrances, and parking areas. Alternatively, if the 25 foot distance cannot be achieved, Lessor shall protect utilities in accordance with the post-award DBT analysis through a combination of standoff, hardening, and venting methods.

2. SECURING AIR INTAKE GRILLES

Lessor shall secure all accessible air intake grills from tampering or removal. Whenever possible, locate outdoor air intakes at least 30 feet above grade, and preferably at roof level.

VI. OPERATIONS AND ADMINISTRATION

A. FACILITY SECURITY COMMITTEE (SHELL *)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the Lease. The FSC is responsible for addressing facility-specific security issues and approving the implementation of security measures and practices. The FSC consists of representatives of all Federal tenants in the facility, the security organization, and the leasing department or agency.

Lessor:  Government: 

B. ACCESS TO BUILDING INFORMATION (SHELL *)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Lease Contracting Officer may direct that the names and locations of -Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

C. CONSTRUCTION SECURITY PLAN (SHELL)

The Lessor shall develop and implement a construction security plan. The plan should specify who is responsible for the security of the site during each phase of the project until final completion. The construction security plan shall describe in detail, how the Government's information, assets, equipment, and personnel will be protected during the construction process. (This shall include background checks, restrictions on accessibility, and escorts for the construction personnel). The required security measures will vary with the risk presented during the project. The Lessor shall also submit a security plan for all post-occupancy construction and alterations projects in the leased Space, throughout the term of this Lease.

VII. CYBERSECURITY (SHELL *)

- A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally-owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).
- B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.
- C. Lessors are encouraged to put into place the following cyber protection measures to safeguard facilities and occupants:
 - 1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (<https://ics-cert.us-cert.gov/Recommended-Practices>).
 - 2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (<https://www.nist.gov/cyberframework>) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (<https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015>) for best practices to manage cyber risks.

Lessor:  Government: 

3. Encourage vendors of BACS to secure these devices and software through the following:
- a. Develop and institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.
 - b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.
 - c. Disable unnecessary services in order to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.
 - d. Close unnecessary open ports to secure against unprivileged access.
 - e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project (https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project)).
 - f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at <https://www.beyondtrust.com/blog/what-is-least-privilege/>.
 - g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.
 - h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.
 - i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).
 - j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.
 - k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).
 - l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).

Lessor:  Government: 

Exhibit D

- m. Disallow the use of commercially-provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.
- n. Systems should have proper system configuration hardening and align with Center for Internet Security [\(CIS\) benchmarks](https://www.cisecurity.org/cis-benchmarks/) or other industry recognized benchmarks. Additional information can be found at <https://www.cisecurity.org/cis-benchmarks/>.

Lessor:  Government: 

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	552.270-31	PROMPT PAYMENT
	19	52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	552.270-13	PROPOSALS FOR ADJUSTMENT
	30		CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	52.233-1	DISPUTES

LESSOR: DS SC GOVERNMENT: DS MP

Exhibit E

LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS
OTHER	46	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	47		INTENTIONALLY DELETED
	48	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR:  GOVERNMENT: 

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

LESSOR: DS
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4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

LESSOR: SC GOVERNMENT: MP

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial

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completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

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purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

18. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

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(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

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(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

19. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

20. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

21. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

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22. 52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

23. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

25. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

26. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)

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(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

27. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

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(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

28. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

29. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

30. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

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31. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.***32. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.***33. 52.233-1 DISPUTES (MAY 2014)***This clause is incorporated by reference.***34. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)***This clause is incorporated by reference.***35. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)***This clause is incorporated by reference.***36. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.***37. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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38. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over \$15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

40. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

41. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$750,000 total contract value.)

This clause is incorporated by reference.

42. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

43. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021) ALTERNATE III (JUN 2020)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

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44. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)
This clause is incorporated by reference.

45. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.

46. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

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(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

47. INTENTIONALLY DELETED

48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

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Rocky Mountain Bank
INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

I. IDENTIFICATION DATA:

Address: 2929 3rd Ave North, Billings MT, 59101

Date Prepared: 10/05/2021

Description of Lease: 4,845 rsf – Bureau of Alcohol, Tobacco, Firearms, and Explosives

Request for Lease Proposal Number: 9MT2189

Lease Number (if existing lease):

II. LEASE PERIODS AND ESTIMATED LEASE DOLLAR VALUE

Firm Term: 04/23/2023 – 04/22/2033

Non-Firm Term: 04/23/2033 – 04/22/2038

Option: N/A

Total Estimated Lease Value - \$2,366,237.25

(Provide separate estimate for firm term, non-firm term and option, if any:

Firm Term \$1,793,316.00

Non-Firm Term: \$572,921.25

Option Period : N/A

Place of Performance: Billings, Montana

DUNS Number: (b) (4)

III. GOALS:

FAR 52.219-9(d) requires that the subcontracting plan include:

(1) Goals expressed in terms of percentages of total planned subcontracting dollars, for the use of small business (SB) concerns as subcontractors

(2) Statement of total dollars planned to be subcontracted for an individual contract plan.

(3) Separate percentage goals and dollars for socio-economic small businesses¹⁴, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB)¹⁵ (including ANCs and Indian tribes) and women-owned small business (WOSB) concerns as subcontractors.

Individual plans will reflect lease-specific goals and shall contain separate statements and goals for the firm term and separately for the non-firm term and any option. Note that dollars and percentages to large and total small businesses (all inclusive) must equal the total subcontracted to all categories in both dollars and percentages.

¹⁴ Including Alaskan Native Corporations (ANCs) and Indian tribes

¹⁵ Including ANCs and Indian tribes

EACH LESSOR IS EXPECTED TO OFFER THE "MAXIMUM PRACTICABLE OPPORTUNITIES" TO EACH TYPE OF SMALL BUSINESS CONCERN (SDB, WOSB, VOSB, SDVOSB and HUBZONE) TO PARTICIPATE IN THE LEASE CONSISTENT WITH "GOOD FAITH EFFORTS" AND SUPPORTED BY THEIR REPORTS AND RECORDS.

COMPLETE FORMAT BELOW:

Note that a separate table is required for each term and option of the lease:

- **firm term**
- **non-firm term, if any**
- **option, if any**

A separate table is required for the total of firm + non-firm + option.

REMEMBER: the dollars listed must reflect the entire term. For example, if the firm term is 10 years, the subcontracted dollars listed must cover the entire 10 year period.

Best practice: show growth in goal achievement from one term to the other.

Rocky Mountain Bank provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

Firm Term (expressed in dollars and percentages of the total dollars planned to be subcontracted) Years 1 - 10		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	1,289,116.88	100%
2. Large Businesses (Other than Small)	1,031,293.50	80%
3. All Small Businesses (including ANCs & Indian tribes)	257,823.38	20%
4. Veteran-Owned Small Businesses (VOSB)¹⁶	7,734.70	3%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	7,734.70	3%
6. HUBZone Small Business (HUBZone)	7,734.70	3%
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	12,891.16	5%
8. Women-Owned Small Businesses (WOSB)	12,891.16	5%

If applicable:

Non-Firm Term (expressed in dollars and percentages of total dollars planned to be subcontracted) Years 10 - 15		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	802,336.91	100%
2. Large Businesses (Other than Small)	641,869.53	80%
3. All Small Businesses (including ANCs & Indian tribes)	160,467.38	20%
4. Veteran-Owned Small Businesses (VOSB)	4,814.02	3%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	4,814.02	3%

¹⁶ Items 4 through 8 stand on their own. They do not equate to the small business total. Refer to "How to do the math" tips in the instructions.

6. HUBZone Small Business (HUBZone)	4,814.02	3%
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	8,023.37	5%
8. Women-Owned Small Businesses (WOSB)	8,023.37	5%

If applicable (for each option): N/A

Option (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted		
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

Total (Firm term + Non-firm Term + Option(s)):

The Total Goals (sum of all periods, base + option(s)) table below provides a comprehensive look for government reviewers¹⁷ of the plan at the subcontracting opportunities for the entire lease

- *Add the total dollars estimated for each period of the contract and socioeconomic category and place the amounts in the spaces below.*
- *Compute the percentages for each category for the entire lease*

¹⁷ The FAR requires the subcontracting plan to be reviewed and negotiated by the contracting officer with input from the Agency's small business technical advisor (SBTA) as well as the Small Business Administration's Procurement Center Representative (SBA PCR). COs are required to consider the recommendations by the agency SBTA and the SBA PCR.

TOTAL LEASE GOALS (expressed in dollars and percentages of total dollars planned to be subcontracted)		
PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted	2,091,453.79	100%
2. Large Businesses (Other than Small)	1,673,163.03	80%
3. All Small Businesses (including ANCs & Indian tribes)	418,290.76	20%
4. Veteran-Owned Small Businesses (VOSB)	12,548.72	3%
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)	12,548.72	3%
6. HUBZone Small Business (HUBZone)	12,548.72	3%
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)	20,914.54	5%
8. Women-Owned Small Businesses (WOSB)	20,914.54	5%

IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:

Describe the principal types of supplies and services to be subcontracted and an identification of types of supplies or services planned for subcontracting to SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

*B. FAR clause 52.219-9(d)(3) requires a description of the principal types of supplies and services to be subcontracted and an identification of types planned for subcontracting to SB, VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns. **Check all that apply below, ensuring that at least one item is indicated for each column.***

If assistance is needed to locate small business sources, contact your local Small Business Administration Commercial Market Representative via www.sba.gov/localresources, or access the Dynamic Small Business Search database at http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm. You may also post solicitations for small business opportunities on SBA's SUB-Net at <https://eweb1.sba.gov/subnet/search/index.cfm>.

The principal types of supplies and/or services that Rocky Mountain Bank anticipates to be subcontracted and the identification of the type of business concern planned are as follows. GSA requests inserting the applicable NAICS code¹⁸ under the description:

Business Category or Size

¹⁸ NAICS codes are found at:

<https://www.census.gov/eos/www/naics/&sa=D&ust=1602006164214000&usq=AFQjCNFC3JoeJ97-L26UvPx-lkpYwV-7uq>

Construction

Supplies/Services [Insert individual trades as appropriate (e.g. Plumbing, Drywall, etc.)]	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Painting NAICS 238230		<u>X</u>					
Flooring NAICS 238230		<u>X</u>			<u>X</u>		
Concrete NAICS 238110		<u>X</u>			<u>X</u>		

Business Category or Size
Recurring Services

Supplies/Services [Insert as appropriate (e.g. Janitorial, Landscaping, etc.)]	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Janitorial NAICS 561720		<u>X</u>			<u>X</u>		<u>X</u>
HVAC NAICS 238220		<u>X</u>	<u>X</u>				
Fire Alarms NAICS 238210		<u>X</u>	<u>X</u>				
Security Patrol NAICS 561612		<u>X</u>			<u>X</u>	<u>X</u>	
Elevator Maintenance NAICS 238290	<u>X</u>						
Property Management NAICS 531311	<u>X</u>				<u>X</u>		
Plumbing NAICS 238220		<u>X</u>	<u>X</u>		<u>X</u>		
Parking Lot NAICS 237310	<u>X</u>				<u>X</u>		
Parking Lot Monitoring NAICS 561612	<u>X</u>						
Snow Removal NAICS 561730	<u>X</u>						
Fire Sprinkler NAICS 238220		<u>X</u>					

Business Category or Size
Other Subcontracted Supplies and/or Services

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Building Supplies NAICS 444110	<u>X</u>						
Bathroom Supplies NAICS 322291		<u>X</u>					

V. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:

Rocky Mountain Bank used the following method to develop the subcontracting goals:

Historical Data, information for vendors currently used, Janitorial company will be a WOSB starting in April 2022 and covers roughly 30% of building expenses where vendor selection is possible. Other goals will be met by gathering small business information from existing vendors and contractors, tracking of goal percentages, and outreach and marketing efforts for small businesses and goal owned small businesses. We have identified a number of current vendors that fall under the Small business definition and sub-categories including WOSB, SDB, and VOSB. FBI clearance requirements create difficulties for small business contractors at times and decrease the potential pool of small business subcontracting opportunities. Status of some current contractors and subcontractors are unknown but will be updated if lease is awarded for subcontracting plan and reporting. We were not able to identify any SDVOSB through web searches – current vendors will be asked to fill out small business reporting forms to gather this information if lease is awarded.

VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:

Rocky Mountain Bank identifies potential subcontractors using the following source lists and organizations:

-Existing company source lists, Big Sky Economic Development, Native American Development Council, SBA Search, SAM, DNB

VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS:

Indirect costs _____ HAVE BEEN (or) X HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

If indirect costs HAVE been included¹⁹, the method used to determine the proportionate share of indirect costs to be incurred with small business concerns was as follows:

VIII. PROGRAM ADMINISTRATOR: *FAR clause 52.219-9(d)(7) requires the name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person (telephone number and email address), in case of questions, and provide an alternate point of contact, if applicable.*

Name: Joel Johnston – Agent for Owner

Title/Position: Vice President – Tamarack Property Management Co.

Address: 2929 3rd Ave North, Suite 538

¹⁹ Including indirect costs may be beneficial to avoid "0" dollar goals. If indirect costs are included in the goals, these costs must be included in the Standard Form 294 report submitted after award.

City/State/Zip Code: Billings, MT 59101-1944

Telephone number: 406-252-3773

Email Address: jjohnston@tamarackpm.com

Alternate POC with contact information: Jason Henry, jhenry@tamarackpm.com, 406-861-6212, Same Address

Duties: FAR clause 52.219-9(e) requires the contractor to perform the following functions in order to effectively implement this plan to the extent, consistent with efficient contract performance **[GSA requires acknowledgement of these required duties by including the following in the subcontracting plan]:**

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the System For Award Management (SAM) database or by contacting SBA.
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
6. For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBZone, SDB or WOSB.
7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

Other ways the Plan Administrator can ensure the company meets the goals of the plan **demonstrating “good faith effort”***[Check those that will be done under this plan]:*

☐ Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

☒ Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.

☐ Ensure periodic rotation of potential subcontractors on bidders' lists.

☐ Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

☐ Ensure that subcontract procurement “packages” are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns

☒ Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

☐ Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

☒ Oversee the establishment and maintenance of contract and subcontract award records.

☐ Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

☐ Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.

☐ Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.

☐ Develop and maintain an incentive program for buyers that support the subcontracting program.

☒ Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.

☒ Prepare and submit timely reports as outlined in Section VII.

☒ Coordinate the company's activities during compliance reviews by Federal agencies.

☐ Promote opportunities for small businesses on the company website

☐ *(List any additional duties)*

IX. EQUITABLE OPPORTUNITY:

FAR clause 52.219-9(d)(8) requires a description of the efforts the offeror will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.

Rocky Mountain Bank will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include

one or more of the following activities: *(please indicate which of the following apply or adapt list to fit your company's efforts)*

A. Outreach efforts to obtain sources by:

- ☒ Contacting minority and small business trade associations
☒ Contacting business development organizations
☒ Requesting sources from the Dynamic Small Business Search ([Link to Dynamic Small Business Search](#))
☒ Attending small and minority business trade fairs and procurement conferences

B. Internal efforts to guide and encourage purchasing personnel:

- ☐ Presenting workshops, seminars and training programs
☒ Establishing, maintaining and using small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts
☒ Monitoring activities to evaluate compliance with the subcontracting plan

C. Other Additional efforts: *(Please describe below.)*

X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

FAR clause 52.219-9(d)(9) requires several assurances that the offeror will include the clause at [52.219-8, Utilization of Small Business Concerns](#) (see [19.708\(a\)](#)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$750,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of this clause (see [19.708\(b\)](#)).

Rocky Mountain Bank agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of \$750,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at [52.219-9, Small Business Subcontracting Plan](#).

XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS

Rocky Mountain Bank agrees to assign North American Industry Classification System (NAICS) codes to subcontracts and further agrees to provide the socio-economic status of the successful subcontractor in the notification to the unsuccessful offerors for the subcontracts in accordance with FAR 52.219-9.

XII. REPORTING AND COOPERATION:

FAR 52.219-9(d)(10) requires assurances that the offeror will do the following:

Rocky Mountain Bank agrees to:

- (10)(i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit the SF 294 (Individual Subcontract Report)** to the LCO, and the Summary Subcontract Report (SSR) ** using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294 to the LCO and/or the SSR** using the eSRS;
- (v) Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and
- (vi) Require each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u> ²⁰	<u>Submit Report to:</u>
10/01--03/31	SF294*	04/30	LCO
04/01--09/30	SF294*	10/30	LCO
10/01--09/30	SSR**	10/30	eSRS

****SF 294s are submitted until further notice in lieu of the ISRs.***

*****File the SSRs in the government-wide eSRS system as required by FAR clause 52.219-9(l).***

XIII. RECORDKEEPING:

FAR clause 52.219-9(d)(11) requires a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them.

Rocky Mountain Bank will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB

²⁰ The dates listed are considered "no later than". Thus, the ISRs must be submitted to the LCO no later than these dates, April 30 and October 30, respectively, and the SSR must be entered into the eSRS system no later than October 30 each year.

concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (e.g., SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
2. Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
3. Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold as defined in FAR 2.101 as of the date of the subcontract award, indicating:
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
4. Records of any outreach efforts to contact
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations
5. Records of internal guidance and encouragement provided to buyers through
 - (A) Workshops, seminars, training, etc.; and,
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
6. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. **Contractors having commercial plans need not comply with this requirement.**
7. Other records to support your compliance with the subcontracting plan: *(Please describe below.)*

XIV. ADDITIONAL ASSURANCES:

1. Rocky Mountain Bank will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.
2. Rocky Mountain Bank will provide the Lease Contracting Officer with a written explanation if the lessor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Lease Contracting Officer within 30 days of contract completion.
3. Rocky Mountain Bank will not prohibit a subcontractor from discussing with the Lease Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor.
4. Rocky Mountain Bank assures that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if Rocky Mountain Bank pays a reduced or an untimely payment to a small business subcontractor (see FAR clause [52.242-5](#)).

XV. COMMITMENT TO MAKE A GOOD FAITH EFFORT²¹ (Also refer to 13 CFR 125.3(d), Determination of Good Faith Effort)

In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take.

Rocky Mountain Bank will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

Utilize market research to identify small business subcontractors and suppliers, utilize small business associations, direct small businesses to SBA for registration and assistance, Assurance 1-4 listed above.

The above requirements will be negotiated with the Lease Contracting Officer prior to approval. The Lease Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

XVI. STATUTORY REQUIREMENTS (FAR 19.702 and FAR clause 52.219-9(c))

²¹ Defined in SBA regulations 13 CFR 125.3(d)(3)

The undersigned recognizes the statutory requirements for a subcontracting plan. The subcontracting plan will be negotiated with the Contracting Officer in the time specified. The plan must be approved prior to contract award, option exercise, or renewal. The Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

As stated in 15 U.S.C. 637(d)(8) as implemented under FAR 52.219-16, *Liquidated damages*, any contractor or subcontractor failing to comply in good faith with the requirements an approved subcontracting plan required by the clause of the contract "Utilization of Small Business Concerns" shall be a **material breach of the contract and may be considered in any past performance evaluation of the Contractor**. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's **failure to make a good faith effort** to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

SIGNATURE REQUIRED: *Plan must be signed and dated by a company official.*

SUBMITTED by:

Signature:

(b) (6)

Typed Name:

Mark Frank

Company Title:

SVP, Regional Operations Manager

Date Signed:

10/07/2021

Government Lease Contracting Officer APPROVAL²²:

Signature:

Printed Name:

Agency:

Date Signed:

²² Contracting officer may indicate their approval by signing the plan, although not required. Approval is indicated when the negotiated subcontracting plan becomes a material part of the lease usually as an Exhibit upon award as required by FAR 19.705-5(a)(5) and FAR clause 52.219-9(c)(1).

